

It is expected that a quorum of the Personnel Committee, Board of Public Works, Plan Commission and Administration Committee will be attending this meeting; although it is not expected that any official action of any of those bodies will be taken.

CITY OF MENASHA
Common Council
City Hall-140 Main St.-Council Chambers-3rd Floor
November 5, 2007

7:00 PM

AGENDA

 [Back](#)  [Print](#)

PUBLIC HEARING

6:55 pm - Proposed changes to zoning ordinance concerning Site Plan Review Requirements

1. CALL TO ORDER

A. Call to Order

2. PLEDGE OF ALLEGIANCE

A. Pledge of Allegiance

3. ROLL CALL/EXCUSED ABSENCES

A. Roll Call

4. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. Common Council, 10/15/07

☐
[Attachments](#)

Minutes to receive:

B. Administration Committee, 10/15/07

☐
[Attachments](#)

C. Board of Public Works, 10/15/07

☐
[Attachments](#)

D. Board of Health, 9/12/07

☐
[Attachments](#)

E. Information Technology Steering Committee, 9/26/07

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[Attachments](#)

F. Library Board, 10/18/07

☐
[Attachments](#)

G. Public Library Long Range Planning Committee, 10/15/07

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[Attachments](#)

H. N-M Fire Rescue, Finance and Personnel Committee, 10/23/07

☐
[Attachments](#)

I. N-M Fire Rescue Joint Fire Commission, 10/24/07

☐
[Attachments](#)

- J. Neenah-Menasha Sewerage Commission, 9/18/07** ☐ [Attachments](#)
- K. Park Board, 9/24/07** ☐ [Attachments](#)
- L. Plan Commission, 10/30/07** ☐ [Attachments](#)
- M. Police Commission, 10/5/07** ☐ [Attachments](#)
- N. Safety Committee, 9/5/07; City Hall** ☐ [Attachments](#)
- O. Safety Committee, 9/20/07; Police Department** ☐ [Attachments](#)
- P. Safety Committee, 9/25/07; Public Works and Parks Departments** ☐ [Attachments](#)
- Q. Special Meeting of the Water and Light Commission; 9/18/07, 10/2/07, 10/16/07** ☐ [Attachments](#)
- R. Water and Light Commission, 9/26/07** ☐ [Attachments](#)

Communications:

- A. PRD Tugate, 10/30/07; Peanut Island Cannon Rededication** ☐ [Attachments](#)
- B. UW Fox Valley foundation Inc. to Sanitarian Todd Drew, 10/23/07; Thank you-E.A.T.S fundraiser** ☐ [Attachments](#)
- C. Final Estimate of Jan. 1, 2007 population, 10/10/07; Winnebago and Calument Counties** ☐ [Attachments](#)
- D. Public Works Facility, 10/07; August/September 2007 disposal violations** ☐ [Attachments](#)
- E. Information Technology Dept., 10/31/07; Newsletter from Unitel containing City of Menasha article** ☐ [Attachments](#)
- F. Jeff Riedl to Aldermen, 10/11/07; email regarding crime rates in City of Menasha** ☐ [Attachments](#)
- G. Sandra Dabill Taylor (545 Broad St.) to Mayor Scherck, 10/29/07; televising City of Neenah Common Council meetings** ☐ [Attachments](#)

5. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY

Five (5) minute time limit for each person

- A. Public Comments on any Matter of Concern to the City**

6. APPOINTMENTS

- A. None**

7. CLAIMS AGAINST THE CITY

- A. None**

8. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

- A. CA/HRD Brandt - Report on e-mails received by all Aldermen considered open**

records

9. REPORT OF COMMITTEES/BOARDS/COMMISSIONS

A. Plan Commission:

1. 10/30/07; Recommends approval of the sale of 81 Racine Street and 504 Broad Street with the inclusion of a twenty-foot wide easement along the Racine Street frontage of 81 Racine Street for pedestrian trail and landscaping development. ☐ [Attachments](#)
2. 10/30/07; Recommends approval of the Special Use Permit for Express Convenience Center at 700 Third Street. ☐ [Attachments](#)
3. 10/30/07; Recommends approval of the amendments to 13-1-29, 13-1-30, 13-1-36, 13-1-37, 13-1-35, 13-1-27, 13-1-28 and 13-1-12 Relating to Site Plan Review and Design Standards for Building Alterations. ☐ [Attachments](#)

B. Administration Committee:

1. Authorization of additional commitment of \$3,000 for continued Davis and Kuelthau representation regarding the issue of Fox River PCB Contamination. ☐ [Attachments](#)
2. Offer to Purchase, 81 Racine Street and 504 Broad Street, Dr. Vernon A. Larson of Riverside Building Inc., \$29, 450.00. ☐ [Attachments](#)
3. Selection of brokerage firm for City-owned commercial properties and authorization to enter into listing contract. ☐ [Attachments](#)
4. Accounts payable and payroll for 10/18/07-11/1/07 in the amount of \$1,086,629.55. ☐ [Attachments](#)
5. Motion to have GM Doug Young, Menasha Utilities, attend Common Council Administration Committee Meetings. (Ald. Taylor)
6. Menasha Steam Plant Noise Issue (Ald. Taylor).
7. Menasha Health Department Relocation (Ald. Taylor). ☐ [Attachments](#)
8. Athletica Fitness LLC Health Club, Lake Park (Ald. Taylor).
9. Schreiber-Anderson Report, Racine Street Corridor (Ald. Taylor). ☐ [Attachments](#)
10. 81 Racine Street Property (Ald. Taylor).

C. Board of Public Works:

1. Change Order - Badger Highways Company, Inc.; Kaukauna Street/High Street, Street Rehabilitation - Pulverize/Resurface Asphalt Pavement; Contract Unit No. 2007-01; ADD: \$7,037.75 (Change Order No. 1 and Final) ☐ [Attachments](#)
2. Payment - Badger Highways, Inc.; Kaukauna Street/High Street Rehabilitation - Pulverize/Resurface Asphalt Pavement; Contract Unit No. 2007-01; \$9,733.85 (Payment No. 3 and Final) ☐ [Attachments](#)
3. Payment - Vinton Construction Co.; River Street Relocation Roadway Construction; Contract Unit No. 2006-06; \$1,000.00 (Payment No. 8 and Final) ☐ [Attachments](#)
4. Recommendation to Award - City of Menasha Wastewater Collection System Rehabilitation Improvements - Phase 3 Project; Contract E145-07-01A; Insituform Technologies USA of Lemont, IL; \$1,582, 723.00 ☐ [Attachments](#)
5. Recommendation to Award - City of Menasha Wastewater Collection System Rehabilitation Improvements - Phase 3 Project; Contract E145-07-01B; National Power Rodding Corporation of Chicago, IL; \$150,459.73 ☐ [Attachments](#)
6. Recommendation to Award - City of Menasha Wastewater Collection System Rehabilitation Improvements - Phase 3 Project; Contract E145-07-01C; ☐ [Attachments](#)

DeGroot, Inc. of Green Bay, WI; \$212,233.57

7. **Recommendation to Award - City of Menasha Wastewater Collection System Rehabilitation Improvements - Phase 3 Project; Contract E145-07-01D; Infrastructure Technologies, Inc.; \$312,491.00**

☐ [Attachments](#)

D. NEENAH-MENASHA FIRE RESCUE:

1. 10/23/07, N-M Fire Rescue, Finance and Personnel Committee; recommends approval to accept the DNR Grant and to fund the required 50% match of \$5,859.00 from Neenah-Menasha Fire Rescue's Public Safety Trust Fund, line item of fire equipment.
2. 10/23/07, N-M Fire Rescue, Finance and Personnel Committee; recommends approval of Theda Care as the provider and double check the quote from them is for 68 department members and the physicals be performed in 2008 and paid for from the 2008 budget.

10. ORDINANCES AND RESOLUTIONS

- A. **O-29-07 - An ordinance relating to controlled intersections (Marquette St. and Elizabeth St.)**
- B. **O-30-07 - An ordinance relating to Building materials and Site Plan Review**
- C. **O-31-07 - An ordinance relating to R-3 multi-family, medium density residence district**
- D. **O-32-07 - An ordinance relating to R-4 multi-family, high density residence district**
- E. **O-33-07 - An ordinance relating to C-1 general commercial district**
- F. **O-34-07 - An ordinance relating to C-2 central business district**
- G. **O-35-07 - An ordinance relating to R-2A multi-family, zero lot line residence district**
- H. **O-36-07 - An ordinance relating to C-3 business and office district**
- I. **O-37-07 - An ordinance relating to C-4 business park district**
- J. **O-38-07 - An ordinance relating to the annexation of certain property to the City of Menasha, Wisconsin (Andrysczyk Annexation)**
- K. **R-18-07 - Resolution approving the City of Menasha's liability insurance renewal through Cities and Villages Mutual Insurance Company (CVMIC)**

☐ [Attachments](#)

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11. HELD OVER BUSINESS

- A. **Change Order-Argo Contracting, Inc.; Water Treatment Plant Modifications; Contract Unit No. M0002-940266.06; DEDUCT: \$18,249.80 (Change Order No. 1) (Held 10/15/07)**
- B. **Change Order - CD Smith Construction, Inc.; Water Treatment Plant Modifications; Contract Unit No. M002-940266.02; ADD: \$20,263.00 (Change Order No. 11) (Held 10/15/07)**

☐ [Attachments](#)

☐ [Attachments](#)

12. COUNCIL DIRECTIVES

- A. **Street Supt. Jacobson - Improper placement of garbage cans on property at Midway Suites (Midway Rd.) (Ald. Chase)**

B. Comp Stoffel - Explanation of State budget affects on City budget (Ald. Merkes)



[Attachments](#)

C. Comp Stoffel - Headwaters Condominium back taxes (Ald. Taylor)



[Attachments](#)

13. CITIZEN REPRISE (People from the gallery to be heard; only pertaining to matters on the agenda - five (5) minute time limit for each person)

A. Public comments on matters pertaining to the agenda

14. ADJOURNMENT

A. Adjournment

MEETING NOTICE: Monday, November 19, 2007

Common Council-7:00 PM

Administration Committee-To Be Determined

Board of Public Works-To Be Determined

Menasha is committed to its diverse population. Our Non-English speaking population or those with disabilities are invited to contact the Clerk's Office at 967-3600 at least 24-hours in advance of the meeting so special accommodations can be made.

CITY OF MENASHA
Common Council
City Hall-140 Main St.-Council Chambers-3rd Floor
October 15, 2007
MINUTES

1. CALL TO ORDER

- A. Meeting Called to Order by Mayor Laux at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

- A. Pledge of Allegiance

3. ROLL CALL/EXCUSED ABSENCES

- A. PRESENT: Ald. Hendricks, Eckstein, Chase, Merkes, Taylor, Wisneski, Pack.
EXCUSED: Ald. Michalkiewicz
ALSO PRESENT: Mayor Laux, CA/HRD Brandt, Lt. Bouchard, DPW Radtke, CDD Keil, C/T Stoffel,
Clerk Galeazzi, and the Press
DEPT HEAD EXCUSED: PHD Nett.

4. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

- A. Common Council, 10/1/07

Moved by Ald. Wisneski, seconded by Ald. Eckstein to approve minutes.
Motion carried on voice vote

Minutes to receive:

- B. Administration Committee, 10/1/07
C. Board of Public Works, 10/1/07
D. City Hall Safety Committee, 9/5/07
E. Police Safety Committee, 7/19/07
F. Public Works and Parks Safety Committee Meeting, 8/28/07
G. IT Steering Committee, 8/15/07
H. Library Board, 9/20/07
I. Public Library Long Range Planning Committee, 9/19/07
J. Parks and Recreation Board, 9/10/07
K. Personnel Committee, 4/17/07
L. Plan Commission, 9/25/07

Communications:

1. CA/HRD Brandt, 10/11/07; Joint Closed Session of the Neenah and Menasha Common Councils
2. IT Dept., 10/11/07; City of Menasha Employee ID Badge Photo
3. CA/HRD Brandt, 10/11/07; Vacation dates
4. Mayor Laux, 10/11/07; News Record article, "Nature's Way offers affordable housing options"
5. Mayor Laux, 10/11/07; News Record article regarding Lakeview Credit Union, "Ready for fourth site"
6. Mayor Laux, 10/11/07; News Record article, "Trestle Trail wins national award"
7. Mayor Laux, 10/11/07; News Record article, "Menasha gift shop Accent Floral fulfills life dream"
8. Mayor Laux to Ald. Taylor, 10/10/07; Email regarding Ald. Taylor's request for update on Steam Utility Project

9. Mayor Laux, 10/11/07; Email between Ald. Hendricks and CDD Keil regarding 81and 87 Racine St. and 504 Broad St.
10. CA/HRD Brandt, 10/10/07; Racine Street Landscape and Parking Design memo
11. Parks and Recreation Board, 10/9/07; Thank you letters for donations to Isle of Valor Memorial Plaza and Bridge
12. Mayor Laux, 10/11/07; News Record Viewpoint "Menasha's 'Black eye' is not deserved" by Ald. Pack

Moved by Ald. Wisneski, seconded by Ald. Eckstein to approve Minutes B-L and Communications 1-12.

Discussion: Ald. Taylor – Comm. #1, would like more notice of Special Council meeting; Comm. #5, would like to be invited to ground breaking ceremonies; Comm. #8, asked for Steam Plant Project on agenda, Council needs to be kept updated

Ald. Chase – Minutes H, Congratulate Library for awards received and for including reinstating Sunday hours to 2008 budget.

Ald. Pack – Comm. #12, received information and comments from DA Gossett on crime rate.

Ald. Hendricks – Comm. #8, no representation from Utilities Commission, no minutes available.

Ald. Merkes – Minutes H, Sunday hours at Library; Comm. #8, Council needs to be informed, request reinstating updates at meetings.

Motion carried on voice vote.

5. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY

Five (5) minute time limit for each person

- A. Joanne Roush, 409 Cleveland Street. Issues with Steam Plant project.
- B. Joe Gehlert, 208 Water Street. Noise issues at Steam Plant.
- C. Jeff Riedl, 408 Appleton Street. Steam Plant project issues.
- D. Mary Ann Mulvey, 274 Misty Meadows. Steam Plant project issues.
- E. Tony Weinandt, 829 Ida Street. Trestle Trail project, municipalities working together.
- F. Ken Kubiak, 1214 Fieldview Drive. Utilities install light poles.

6. APPOINTMENTS

- A. Mayor's Reappointment to the Parks and Recreation Board:
 1. George Korth, 734 Pleasant Ln, Menasha, for the term of October 1, 2007 to October 1, 2010

Moved by Ald. Pack, seconded by Ald. Wisneski to approve appointment.

Discussion.

Motion carried on voice vote.

7. CLAIMS AGAINST THE CITY

- A. None

8. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

- A. Presentation of AASHTO 2007 Legacy Award to the City of Menasha for the Trestle Trail (presented by Matt Hallada- WisDot)

Matt Hallada from Wisconsin Department of Transportation presented the 2007 Legacy Award and explained that the award was give to City and Town of Menasha for their work on the Trestle Trail. Each year the American Association of State Highway Traffic Officers (AASHTO) presents the award for innovative transportation projects. He commended the City and Town for their working together on the Trestle Trail. He explained the selection committee was impressed with the design and the mix of public and private funding sources used to finance the project. He also presented the plaque recognizing the major partners in the Trestle Trail project that will be posted on the Trestle Trail.

9. REPORT OF COMMITTEES/BOARDS/COMMISSIONS

A. Plan Commission:

1. 10/9/07; Recommends approval of the Brighton Drive Certified Survey Map

Moved by Ald. Merkes, seconded by Ald. Wisneski to approve.

Discussion.

Motion carried on roll call 7-0.

B. Administration Committee:

1. Agreement for Administrative Services with Marshall and Ilsley Trust Company, Jan. 1, 2008-Dec. 31, 2009, and authorize signature

Moved by Ald. Wisneski, seconded by Ald. Eckstein to approve.

Motion carried on roll call 7-0.

2. State of Wisconsin Dept. of Natural Resources Asbestos Compliance Inspection Contract Agreement, July 1, 2007 - June 30, 2008, and authorize signature

Moved by Ald. Wisneski, seconded by Ald. Eckstein to approve.

Motion carried on roll call 7-0.

3. Joint Powers Agreement, Winnebago County 911 Emergency System, Dec. 1, 2007-Nov. 30, 2008, and authorize signature

Moved by Ald. Wisneski, seconded by Ald. Eckstein to approve.

Motion carried on roll call 7-0.

4. License: "Class A" application of Kwik Trip, Inc., Michelle Wucki, Agent, for the premises at 1870 Highway 10/114, for the 2007-2008 licensing year

Moved by Ald. Wisneski, seconded by Ald. Eckstein to approve.

Motion carried on roll call 7-0.

5. Approval of Declaration of Official Intent to advance funds, Lake Park Villas storm water retention pond

Moved by Ald. Wisneski, seconded by Ald. Eckstein to approve.

Discussion.

Motion carried on roll call 6-1. Ald. Taylor – no.

6. Accounts payable and payroll for 10/4/07 - 10/11/07 in the amount of \$564,264.89

Moved by Ald. Wisneski, seconded by Ald. Eckstein to approve.

Motion carried on roll call 7-0.

C. Board of Public Works:

1. Change Order - Argo Contracting, Inc.; Water Treatment Plant Modifications; Contract Unit No. M002-940266.06; DEDUCT: \$18,249.80 (Change Order No. 1)

Moved by Ald. Merkes, seconded by Ald. Hendricks to hold items 1 & 2.

2. Change Order - Quality Concrete and Excavating, Inc.; Sidewalk Reconstruction; Contract Unit No. 2007-02; ADD: \$1,601.50 (Change Order No. 1)

HELD – (See 9C1)

3. Change Order - CD Smith Construction, Inc.; Water Treatment Plant Modifications; Contract Unit No. M002-940266.02; ADD: \$20,263.00 (Change Order No. 11)

Moved by Ald. Pack, seconded by Ald. Hendricks to hold.

4. Payment - Quality Concrete and Excavating, Inc.; Concrete Sidewalk Reconstruction; Contract Unit No. 2007-02; \$53,489.20 (Payment No. 1 and Final)

Moved by Ald. Pack, seconded by Ald. Eckstein to approve.

Discussion.

Motion carried on roll call 7-0.

5. Payment - Badger Highways, Inc.; Kaukauna Street/High Street Rehabilitation - Pulverize/Resurface Asphalt Pavement; Contract Unit No. 2007-01; \$64,985.26 (Payment No. 2)

Moved by Ald. Pack, seconded by Ald. Eckstein to approve.
Motion carried on roll call 7-0.

6. Recommendation to Award J and E Construction; Contract Unit No. 2007-03; Lake Park Villas Stormwater Pond; \$145,291.30

Moved by Ald. Pack, seconded by Ald. Eckstein to approve.
Motion carried on roll call 6-1. Ald. Taylor – no.

7. Traffic Study Report Regarding Request for Yield Signs at Intersection of Marquette and Elizabeth Streets Acted on in Board of Public Works.

D. Personnel Committee:

1. 10/15/07; Recommends approval to accept Vision Insurance Plan of America 3 year renewal

Moved by Ald. Pack, seconded by Ald. Eckstein to approve.
Motion carried on roll call 7-0.

10. HELD OVER BUSINESS

- A. Approval of the Racine Street landscape and parking design (Held 10/1/07)

Moved by Ald. Chase, seconded by Ald. Merkes to refer items A & B to Plan Commission.
Discussion.
Motion carried on voice vote.

- B. The sale of the Racine Street parking lot to a private entity
Referred to Plan Commission – (see 10A1)

- C. Proposal of Wolfrath's Nursery for the purchase, delivery and planting of 24 trees in the Province Terrace area not to exceed \$3, 485 (TIF #9)

Moved by Ald. Chase, seconded by Ald. Wisneski to approve proposal of Wolfrath's Nursery for the purchase, delivery and planting of 24 trees in the Province Terrace area not to exceed \$3, 485 (TIF #9) in the Spring of 2008.
Discussion.
Motion failed on roll call 1-6. Ald. Chase – yes.

11. COUNCIL DIRECTIVES

- A. CDD Keil- Lake Park Villa's Commercial Lots (Ald. Hendricks)

Staff is preparing Request for Proposal for real estate marketing services to be distributed to commercial brokers by end of week. Should have a recommendation for the next meeting.

- B. PWD Radtke - Status of mud jacking sidewalks for the year (Ald. Hendricks)

Contractor had experienced some equipment problems, but are back to working on project. All work on mud jacking of sidewalks should be completed by end of week.

- C. PWD Radtke - Update on video services in the Council Chambers (Ald. Wisneski)

Checked with City of Neenah who recently installed new video equipment in their Council Chambers. Their video system consists of four ceiling mounted cameras that are remotely operated through one device by one person. The initial cost was approximately \$34,500 including installation. The annual cost would be approximately \$3,500 for taping of 24 Council meetings, 1 budget meeting, 1 annual meeting and up to 6 special meetings.

- D. PWD Radtke - Status of traffic study/info for possible Yield sign at Elizabeth and Marquette Streets (Ald. Hendricks)

Covered in Board of Public Works.

- E. PWD Radtke - Update on new light poles installed on Province Terrace and Province Link (Ald. Hendricks)

Past policy has been for the light poles to be installed when a street has been constructed with gravel. Utilities have started to install the light poles on Province Terrace based on the spacing done by WE Energies on the north end of Province Terrace. Staff has instructed the Utilities to suspend the installation until they can look at the proposed light spacing. Grades are set different for installation of light/utility poles than for planting of trees.

- F. PWD Radtke - Progress of Stormwater Utility plan (Ald. Merkes)

Some preliminary work on creating a stormwater utility has been done. A meeting with tax-exempt property owners was held in 2006. The creating of a stormwater utility was explained and the exempt property owners asked for enough advance notice to plan for potential fees resulting from a stormwater utility. Staff has received an extension of the deadline from the WisDNR to December 31, 2008 for the completion of the final report on the creation of a stormwater utility.

- G. PWD Radtke - Update on STH 114-Third St. reconstruction schedule (Ald. Merkes)

The bid date for this project is set for January 2009 with an expected construction start date of April or May 2009. Final WisDOT project approval will be June 2008. All design elements are pretty well completed except for the Community Sensitive Design portion of the project which has yet to be finalized. The Community Sensitive Design portion includes added features such as landscaping and decorative street lighting. These items have been discussed, but not finalized, by the Plan Commission.

- H. PRD Tungate - progress in implementation of recommendations from August "Park Issues" meetings (Ald. Merkes)

Park staff is working with the Police Dept. on implementing some of the recommendations. Park staff has been checking all existing park lights and have repair several, most notably at the pool. New lighting for the Hart Park shelter and Memorial Building has been included in the 2008 park budget along with an overnight seasonal caretaker to do security checks and perform maintenance duties. Park staff is using a new cleaning product recommended by Appleton park staff to remove graffiti. The Police Dept. has been working with area retailers on limiting the sale of spray paint and markers to certain age groups.

- I. MU GM Young - Inlet pipe at Brighton Drive (Ald. Hendricks)

Memo in packet: Weeds are being removed from inlet grate at Brighton Drive and are currently being place in the waste drum for disposal. Utilities have requested McMahon examine and price another means to remove weeds from the pump screen that would be less labor intensive and resolve the waste drum. This is a project addition.

12. CITIZEN REPRISE (People from the gallery to be heard; only pertaining to matters on the agenda - five (5) minute time limit for each person)

- A. Tony Weinandt, 829 Ida Street. Commended Council members on a good meeting.

13. ADJOURNMENT

- A. Moved by Ald. Taylor, seconded by Ald. Pack to adjourn at 8:45 p.m.
Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, City Clerk

CITY OF MENASHA
Administration Committee
140 Main Street, 3rd Floor Council Chambers
October 15, 2007
Minutes

1. CALL TO ORDER

- A. Meeting Called to Order by Chairman Wisneski at 6:00 p.m.

2. ROLL CALL/EXCUSED ABSENCES

- A. PRESENT: Ald. Hendricks, Eckstein, Chase, Merkes, Taylor, Wisneski, Pack.
EXCUSED: Ald. Michalkiewicz
ALSO PRESENT: Mayor Laux, CA/HRD Brandt, Lt. Bouchard, DPW Radtke, CDD Keil,
C/T Stoffel, PHD Nett, Clerk Galeazzi, and the Press.

3. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

- A. Administration Committee Minutes, 10/1/07
Moved by Ald. Pack, seconded by Ald. Hendricks to approve minutes
Motion carried on voice vote.

4. DISCUSSION

- A. Agreement for Administrative Services with Marshall and Ilsley Trust Company, Jan. 1, 2008 - Dec. 31, 2009, and authorize signature.
CA/HRD Brandt explained this is the same contract as in previous years. Employees have until March 31 of the next year to use all the funds in their Section 125 Cafeteria Plan. Personnel Dept. monitors the accounts and notifies employees that have a large sum in their account at the end of the year.
- B. State of Wisconsin Dept. of Natural Resources Asbestos Compliance Inspection Contract Agreement, July 1, 2007 - June 30, 2008, and authorize signature.
No Questions or Discussion.
- C. Joint Powers Agreement, Winnebago County 911 Emergency System, Dec. 1, 2007 - Nov. 30, 2008, and authorize signature
Lt. Bouchard reported agreement is the same as previous years. This agreement provides 911 System Service county-wide. If requested, officers will assist agencies outside their jurisdiction as stated in the Mutual Aid Agreements.
- D. License: "Class A" application of Kwik Trip, Inc., Michelle Wucki, Agent, for the premises at 1870 Highway 10/114, for the 2007-2008 licensing year.
CDD Keil reported the Plan Commission had questions on the canopy lighting at the Kwik Trip station. This has no impact on the issuance of the liquor license.

- E. Approval of Declaration of Official Intent to Advance Funds, Lake Park Villas Storm Water Retention Pond.

C/T Stoffel explained the cost of the Lake Park Villas storm water retention pond will be included in borrowing with other projects in 2008. This is to authorize the advance now to complete the project in 2007.

DPW Radtke explained the Development Agreement with Silver Birch Investments, LLC requires that the City construct a regional storm water retention pond in 2007.

- F. Accounts payable and payroll for 10/4/07 - 10/11/07 in the amount of \$564,264.89

Ck. #14313-Extended Stay America-\$2,233.73 – relocation expends for participates of CDBG Program.

Ck. #14347-Monica Rasmussen-\$275.00 – payment of Claim Against the City, damage to property by City employee.

Ck. # 14365-Abbey Press-\$220.32 – pamphlets and referral resources for Victim Crisis Responder program.

Ck. #14381-DWD-UI-\$424.71 – unemployment compensation for previous assessor.

5. ADJOURNMENT

- A. Moved by Ald. Taylor, seconded by Ald. Pack to adjourn at 6:15 p.m .
Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, City Clerk.

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers, 140 Main Street, Menasha
October 15, 2007
Minutes

1. CALL TO ORDER

- A. Meeting Called to Order by Chairman Pack at 6:30 p.m.

2. ROLL CALL/EXCUSED ABSENCES

- A. PRESENT: Ald. Hendricks, Eckstein, Chase, Merkes, Taylor, Wisneski, Pack.
EXCUSED: Ald. Michalkiewicz
ALSO PRESENT: Mayor Laux, CA/HRD Brandt, Lt. Bouchard, DPW Radtke, CDD Keil,
C/T Stoffel, PHD Nett, Clerk Galeazzi, and the Press.

3. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

- A. Minutes - October 1, 2007

Moved by Ald. Wisneski, seconded by Ald. Eckstein to approve minutes.
Motion carried on voice vote.

4. DISCUSSION

- A. Change Order - Argo Contracting, Inc.; Water Treatment Plant Modifications; Contract Unit No. M002-940266.06; DEDUCT: \$18,249.80 (Change Order No. 1)

Ald. Merkes questioned changing from Argo Contracting to CD Smith for the landscaping.
- B. Change Order - CD Smith Construction, Inc.; Water Treatment Plant Modifications; Contract Unit No. M002-940266.02; ADD: \$20,263.00 (Change Order No. 11)

Ald. Taylor questioned if the inlet filter work has been completed.
- C. Change Order - Quality Concrete and Excavating, Inc.; Sidewalk Reconstruction; Contract Unit No. 2007-02; ADD: \$1,601.50 (Change Order No. 1)

No Questions or Discussion.
- D. Payment - Quality Concrete and Excavating, Inc.; Concrete Sidewalk Reconstruction; Contract Unit No. 2007-02; \$53,489.20 (Payment No. 1 and Final)

No Questions or Discussion.
- E. Payment - Badger Highways, Inc.; Kaukauna Street/High Street Rehabilitation - Pulverize/Resurface Asphalt Pavement; Contract Unit No. 2007-01; \$64,985.26 (Payment No. 2)

DPW Radtke explained the changes in the project involved additional excavation due to poor soils and additional concrete walk replacement.
- F. Recommendation to Award J and E Construction; Contract Unit No. 2007-03; Lake Park Villas Stormwater Pond; \$145,291.30

No Questions or Discussion

G. Traffic Study Report Regarding Request for Yield Signs at Intersection of Marquette and Elizabeth Streets

DPW Radtke explained the engineering study done by staff indicates that a yield sign should be placed on Elizabeth Street at the Marquette Street intersection. An ordinance will need to be drafted.

Chairman Pack directed CA/HRD Brandt to draft an ordinance for the installation of a yield sign at the intersection of Marquette and Elizabeth Streets.

Moved by Ald Pack, seconded by Ald Chase to accept the engineering study and recommend a yield sign at the intersection of Marquette and Elizabeth Street.
Motion carried n voice vote.

5. ADJOURNMENT

- A. Moved by Ald. Taylor, seconded by Ald. Wisneski to adjourn at 6:40 p.m.
Motion carried on voice vote

Respectfully submitted by Deborah A. Galeazzi, City Clerk,

CITY OF MENASHA

Menasha Health Department

140 Main Street, Menasha

September 12, 2007

MINUTES

 [Back](#)  [Print](#)

I. CALL TO ORDER

A.

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CTO			

Meeting called to order at 8:15 AM by Chairman C. Rusin.

II. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:A. [BOH minutes to approve 6-13-2007](#)Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Minutes	Dorothy Jankowski	Dr. Teresa Shoberg	Passed

BOH Minutes 6-13-07

III. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

A. [Chapter HFS 140 Revision \(Draft\)](#)Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	HFS			

Chapter HFS 140 draft revision distributed and discussed. This draft updates the requirements for the three public health department levels.

B. [May 2007 Communicable Disease Monthly Report](#)Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	May Report			

The May 2007 Communicable Disease Monthly report for Menasha was distributed and discussed.

C. [June 2007 Communicable Disease Monthly Report](#)

Item Action:

None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	June Report			

The June 2007 Communicable Disease report for the city of Menasha was distributed and discussed. Board members noted the continued increase in STD reports.

D. [July 2007 Communicable Disease Monthly Report](#)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	July Report			

The July 2007 Communicable Disease report distributed and discussed. Board members discussed the increasing incidence of Lyme's Disease noted statewide.

E. [WPHA 2007-08 Legislative Grid](#)

Item Action:
None

F. [The Role of Public Health Nurses in Emergency Preparedness and Response](#)

Item Action:
None

G. [Volunteer Recruitment Update](#)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Volunteers			

A social get together was held in August for volunteers. Approximately 20 volunteers attended. A short training session was held on emergency preparedness efforts of the Menasha Health Department. The next get together will be a scheduled training session with topics yet to be determined.

H. [School Wellness Committee Update](#)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	School Wellness			

Board members were updated on the school wellness program. S. Nett was one of the presenters at the School Board Meeting on Monday nite (9-10-07). Guidelines were presented for nutrition, health education, and physical activity. Board members requested a copy of the proposed guidelines. S.Nett provided the requested information.

I. [Safety Program Update](#)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Safety Program			

The health department plans to continue coordinating the safety program for the city in 2008. Orientation and awareness of safety policies and procedures continues.

J. [Parochial School Charges](#)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

Parochial Schools

S.Nett informed board members of a recent contact by a parent of a St. Mary's elementary student wanting to discuss the fees being charged to the parochial schools. This parent expressed a willingness to be trained as a volunteer vision and hearing screener to do the initial screenings at the school. The question came up if there would be equipment rental fees if the parents used the health department equipment. Board members were asked their thoughts on this. After discussion, it was decided that in order to cover the maintenance and replacement costs for the hearing and vision screening equipment, there should be a rental fee and a rental agreement in place to be effective for the next school year (2008-09) should the school wish to use their own initial screeners. Motion made by L. Asmus and seconded by D. Jankowski to direct S. Nett to determine a rental cost based on the repair/maintenance costs and bring item back for discussion at a future meeting. Motion carried.

IV. ACTION ITEMS

A. [2008 Health Department Budget](#)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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2008 Budget

S. Nett discussed the health department's 2008 budget proposal. The budget proposal is currently under the cap set by the mayor largely in part due to a full time staff person not taking health insurance offered by the city.

V. HELD OVER BUSINESS

A.

Item Action:
None

VI. ADJOURNMENT

A.

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	Adjournment	Dorothy Jankowski	Dr. Teresa Shoberg	Passed

to adjourn at 9:30 AM.

**City of Menasha
Information Technology Steering Committee
Gegan Room
Menasha Public Library
Wednesday September 26, 2007
8:15 A.M.
Minutes**

I. Call to Order

Meeting called to order at 8:15 AM by CHAIRMAN Wisneski.

Present: CHAIRMAN Wisneski, AP Beckendorf, CLERK Galeazzi, COMP Stoffel, ITMgr Lacey, PC Stanke and PWD Radtke (8:25)

Also Present: CA Brandt (10:00), ITSupv James, PL Brunn, PO Mauthe (9:35), PWS Jacobson (10:40) and Mr. Larry Schmitz of Schenck Technology Solutions.

II. Approval of Minutes of August 15, 2007 IT Steering Committee meeting.

Motion by ITMgr Lacey, seconded by AP Beckendorf to approve the minutes of the August 15, 2007 IT Steering Committee meeting. Motion carried.

III. Report of Department Head/Staff/Consultants – Committee monthly update on status of projects/operations/costs

ITMgr Lacey distributed and reviewed the monthly departmental update on usage. There was a significant increase in the Clerk area due to working with the NOVUS AGENDA update. ITMgr Lacey also explained what had been happening in other departments during the month.

IV. Action Items – Committee discussion and recommendation of 2008 IT Budget

The discussion opened concerning the fleet and fuel system software being requested for the Public Works Facility. ITMgr Lacey explained how the new software will work; each vehicle will be equipped with a transmitter and the pumps will only work for City vehicles. The software was developed by a company in Canada. ITMgr Lacey explained why the CHAMPS software for the Health Department was not included in the 2008 budget request. The Committee also discussed the need for the Cemetery software, but AP Beckendorf said she would talk to PS Huss to see if this need can be met with software currently owned by the City. If it can, then this item could be removed from the budget request. There was also an explanation on the need for a more

high speed copier. After further discussion, it was the consensus of the Committee members present to recommend the 2008 IT Budget as presented to the Common Council.

Action Items – Committee discussion on IT Policy concerns

Mr. Schmitz opened the discussion on defining who the custodian of public records is. CA Brandt responded that any public employee could be the custodian of a public record. If that is not understood by our employees, then it may require some additional training. PO Mauthe stated his concerns with the term “confidential” in the policy. PC Stanke talked about the guidelines he has received from Calumet County in his capacity as a county supervisor and the policy we have for the City concerning open records. The Committee then went on to discuss specific language in the policy, page 5 Disciplinary Action which would be taken if the policy is willfully violated; remove IT Manager on page 7. Mr. Schmitz was concerned with the copying of software. CLERK Galeazzi asked if the signature page would need to be resigned by everyone if the policy is changed. Motion by CLERK Galeazzi, seconded by ITMgr Lacey to adopt the policy as changed. Motion carried.

Action Items – Committee update and discussion on NOVUS AGENDA software

ITSupv James explained the changes to the Menasha template to make it more user friendly. Agenda creation is more time consuming with a three step approval process and no work around. It could take months for this issue to be resolved. CA Brandt is of the opinion that this software will not perform as expected and to stop using it and move on. If the City would like to change the approval process it would require customization, an added expense. What benefit would be gained by going back to the old way of preparing agendas and minutes? The Mayor wishes to have those items available on the internet. The new “Search” function will search minutes or agendas. ITSupv James felt that we should stay with NOVUS AGENDA at this time. But a search for other comparable software will be started. The Committee listened to explanations of further changes in NOVUS AGENDA. A list of concerns had been prepared and was included with the Committee packet. Motion by ITMgr Lacey, seconded by PC Stanke to keep that list in tact and review at the next Committee meeting to determine progress. Motion carried.

Action Items – Committee discussion on responsibility of FAQ updates to website

No action, include on the next IT Committee Meeting agenda

Action Items – Committee discussion on next Committee meeting date –
October 17, third Wednesday

By consensus of the Committee members present, the Next IT Steering
Committee meeting will be held on October 24, 2007 at 8:15 AM in the Gegan
Room of the Menasha Public Library.

V. Adjournment

Motion by PC Stanke, seconded by CLERK Galeazzi to adjourn. Motion carried.
Meeting adjourned at 11:00 AM.

Respectfully submitted,

Thomas Stoffel
Committee Secretary

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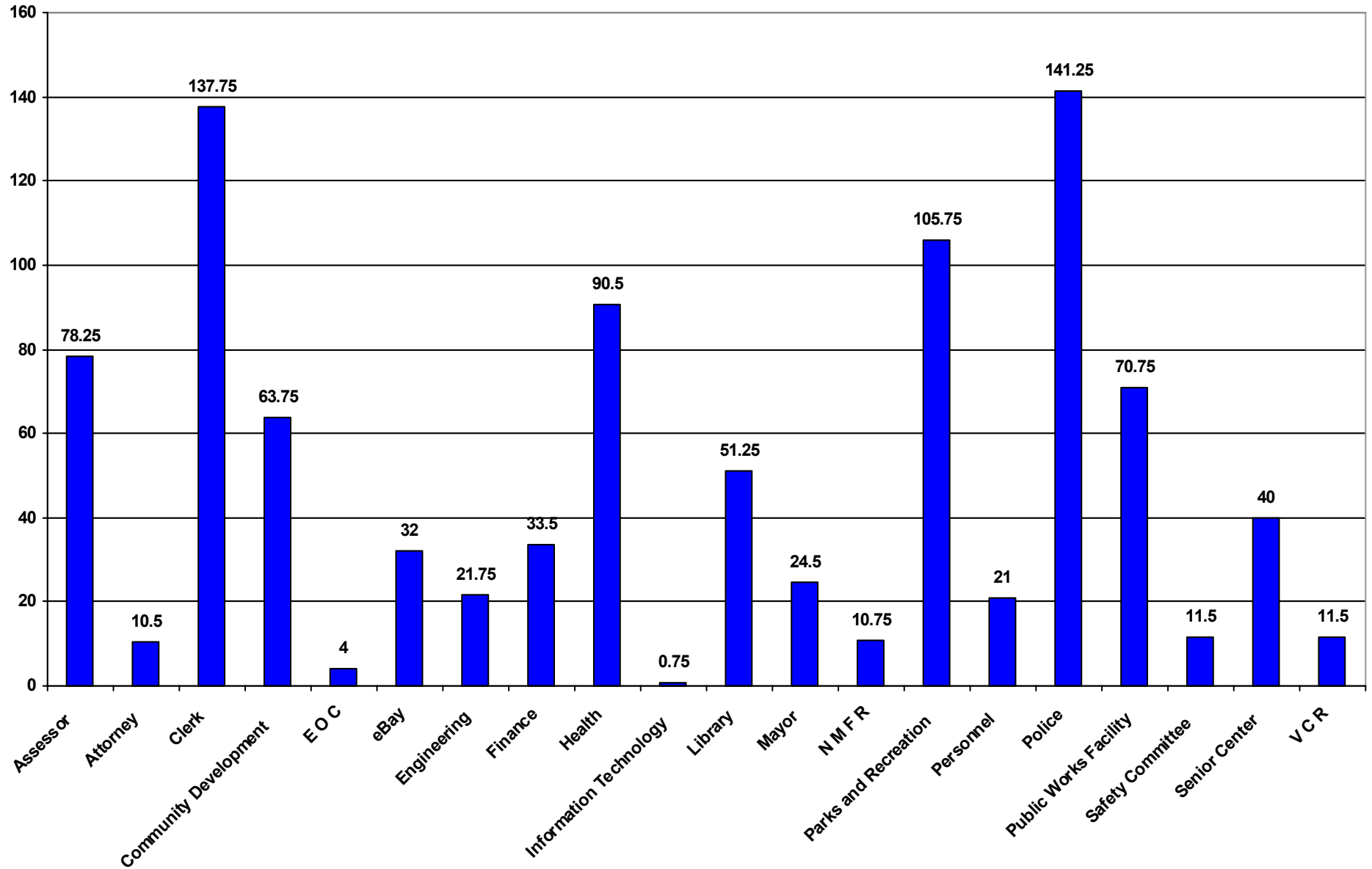
	Budget \$	YTD \$	% used YTD
Total Budget	\$326,117	\$203,193	62.31%

January 2007 through August 2007

**I.T. Department
Projects
August 15, 2007 through September 25, 2007**

- Novus Agenda upgrade and training.
- Continue monitoring virus activity and block SPAM e-mail.
- Monitor and administrate City Network.
- Monitor and administrate City phone system.
- Project planning for 2008
- Work with Assessor Consultants on Assessor database.
- Research Fleet and Fuel management systems for Pubic Works Facility
- Assist with City Web site modifications.
- Implement new SQL server for use by Com. Dev., Assessor, and Health Dept.
- 2008 budget research and creation.
- Implemented open records disclaimer on all e-mail leaving the City.
- Assist new Public School Liaison Officer at High School with setting up communications to and from City network resources.
- Replaced FAX machines at Police Department and PWF with multi-function Color Printer/Copier/Scanner/FAX machines.
- Patched e-mail server to work with Microsoft Vista Web Client.
- Made modifications to budget program to fix date issues.

Year to Date Hours by Department



The hours represented on the graph do not include administration time or time spent on the Network as a whole, encompassing all departments. All hours not accounted for on the graphs will be categorized as Global time. Global time can fluctuate depending on the projects being accomplished and emergencies that arise.

DRAFT
MINUTES OF REGULAR MEETING
ELISHA D. SMITH PUBLIC LIBRARY TRUSTEES
October 18, 2007

Call to order and roll call at 4:30 p.m. by President Fuchs.

Present: Eckstein, Eisen, Englebert, Enos, Foth, Fuchs, Stanke

Absent: Werley

Also present: Director Saecker, J. Bongers (Head of Adult Services), K. Seefeldt (Administrative Assistant)

Authorization of Bills

1. Motion to authorize payment of the October list of bills from the 2007 budget by Foth, seconded by Englebert, and carried unanimously.

Consent Business

2. Approve minutes from the Library Board meeting of September 20, 2007.
3. Receive minutes from the Long Range Planning Committee meeting of September 19, 2007

Motion

Motion to approve the minutes from the Library Board meeting of September 20, 2007 and to accept the minutes from the Long Range Planning Committee meeting of September 19, 2007 by Eisen, seconded by Foth, and carried unanimously.

Director's Report/Information Items

4. Statistics. Lending statistics for September were down 4.5% overall from last year. Adult lending decreased 3% while Children's declined 6.2%. It is not out of the ordinary for lending statistics to peak for a period of time following a major building project and then taper off. We will continue to explore new ways to promote library collections and programs.
5. Gift. Prospera Credit Union donated \$75.00 to the Friends of the Library.
6. Book Sale. We took in \$2035 in receipts at our September book sale. We expect to plan two book sales in 2008.
7. Target Grant. We received a grant of \$1,000 from Target to support our upcoming "1000 Books Before Kindergarten" project. The Rotary and Menasha School District have expressed interest in supporting and providing additional funding for this project.
8. Digitization Grant. This year we received an LSTA grant to help digitize our collection of historical photographs as well as some historical text. The project is now complete. You can view the collection at <http://digital.library.wisc.edu/1711.dl/WI.MenashaLocHist>.
9. Library Sign. The new library sign on Racine Street has been installed. Building Supervisor Adam Alix is currently working on lighting the sign at night.
10. Staff Evaluations. Annual staff evaluations will be conducted in October and November. They will be completed in time for the December Board meeting.

11. Long Range Planning Meeting. The Long Range Planning Committee continues to meet monthly. They are working now on vision and mission statements. Focus groups are being used to solicit information from the community.

Discussion/Action Items

12. Sunday Hours and Extended Friday Hours. Director Saecker requested that the Board reinstate winter Sunday hours and extend our Friday hours to 6:00 p.m. effective January 1, 2008.

Enos noted that we need to make the community aware of our open hours. In addition to scheduling new adult programs on Sundays, Director Saecker and the library's department heads will explore additional public relations options.

Motion

Motion to approve reinstatement of open Sunday hours from 1:00-5:00 p.m. and to approve extended Friday hours from 8:30 a.m. to 6:00 p.m. effective January 1, 2008 by Foth, seconded by Enos, and carried unanimously.

13. Director's Evaluation. Policies and Personnel Committee chair Keith Fuchs distributed copies of an assessment tool that will be used to evaluate Director Saecker's performance. The document will also be distributed to all library staff members. The Committee asked that the forms be returned to them by October 24. After they have reviewed results with Director Saecker, they will present their recommendations to the Board.

14. Conference Costs. a) Some library employees are members of national level library organizations and routinely attend conferences at their own expense. Director Saecker requested that they be reimbursed for these expenses at the end of the year if funds remain in the travel expense accounts.

b) Currently, library staff members are reimbursed 50% of their Wisconsin Library Association dues. Director Saecker stressed the importance of participating in this professional organization. In an effort to encourage staff participation, she recommended that the library pay the full dues of any staff member who serves on a WLA committee.

c) When staff attend national conferences, they are paid for the work days that they miss during the week, but they are not compensated when attending conference sessions on weekends. Director Saecker proposed that employees receive compensatory time off for weekend national conference attendance.

Motion

Motion to approve a year-end review of travel expenses incurred by staff to determine what amount may be available for disbursement to staff who have attended national conferences by Enos, seconded by Foth, and carried unanimously.

Motion

Motion to approve the payment of 100% of WLA dues for staff serving on Wisconsin Library Association committees by Englebert, seconded by Enos, and carried unanimously.

Motion

Motion to approve the use of work time, which will be recorded as compensatory time, to attend weekend conferences by Foth, seconded by Eisen, and carried unanimously.

15. Budget. Director Saecker reviewed the proposed budget for 2008. Increases from Calumet County and the City will allow us to reinstate Sunday hours, purchase new equipment, and increase the materials budget. Mayor Laux's original recommendation for a 3.25% salary/wage increase for employees has been changed. He is now recommending

a split 2% cost of living adjustment in April and September. Director Saecker will meet with the Common Council in November to present our budget request.

Motion

Motion to approve the 2008 draft budget as presented by Eisen, seconded by Stanke, and carried unanimously.

Adjournment

Motion to adjourn the meeting at 5:11 p.m. by Enos, seconded by Stanke, and carried unanimously.

Future meeting dates

The next regular board meeting will be held in the Gegan Room on Thursday, November 15 at 4:30 p.m.

Respectfully submitted,
Charlotte Foth, Secretary
Kris Seefeldt, recording secretary

DRAFT
Elisha D. Smith Public Library
Long Range Planning Committee Meeting
Minutes
October 15, 2007

Present: Brandt, Bongers, Eisen, Englebert, O'Brien, Schaefer Kemps

Absent: Loch-Wouters

Also Present: Director Saecker, Kris Seefeldt (Recording Secretary)

The meeting was called to order at 5:00 p.m. by Committee chair Colleen O'Brien.

Minutes

Motion to approve the minutes of the Long Range Planning Committee meeting of September 19, 2007 by Eisen, seconded by Englebert, and carried unanimously.

Director Saecker distributed lists of responses to questions asked at the Diversity Focus Group meetings with Hmong teens and with teachers from the Menasha's public schools. Director Saecker also presented a selection of potential library mission statements for the Committee to consider.

Progress of Focus Groups

Committee members were asked to review notes taken from the Diversity Focus Group meetings that were held recently with Hmong teens and with teachers from the Menasha school district. Director Saecker noted that the Hmong teens that participated in the focus group were all non-library users. It was interesting to hear opinions from their point of view.

Director Saecker reported that the Children's Focus Group is scheduled to meet on November 8 at 4:30 p.m. and the Special Needs Focus Group is scheduled to meet on October 30 at 5:00 p.m. Both meetings will be held in the Gegan Room.

Once these meetings are complete, Committee members will be asked to compare information received from all the groups and to identify similar pertinent needs.

Mission Statement

The Committee reviewed four potential mission statements drafted by Director Saecker that were based on discussion that took place at their September meeting. There was a consensus to select draft #3, but to include revisions outlined by the Committee. Director Saecker will continue to work on this and will bring a draft to the November meeting. Paul Eisen shared a copy of a newspaper article that appeared in the Oshkosh Northwestern pertaining to

Oshkosh Public Library's recently released 3-year long range plan. Copies of the article will be distributed to Committee members along with minutes from this meeting.

Library Slogans

Consideration was given to a variety of slogans presented by Committee members. The Committee will continue to explore slogan options.

Adjournment

The meeting adjourned at 6:03 p.m.

The next Long Range Planning Committee meeting is scheduled to be held on November 14th in the Gegan Room at 5:00 p.m.

Respectfully submitted,
Kris Seefeldt, Recording Secretary

Neenah-Menasha Fire Rescue
Finance & Personnel Committee Meeting
Tuesday, October 23, 2007
3rd Floor Council Chambers – City of Menasha

Ald. Wisneski called the meeting to order at 5:30 p.m.

Present: Ald., Todd Stevenson, Mark Lange, John Ahles, Sue Wisneski, Steve Pack, and Tom Michalkiewicz.

Also Present: Chief Len Vander Wyst, Director Stoffel and Administrative Assistant Theisen

Approval of Minutes: The Committee reviewed the minutes from September 25, 2007.
MSC Pack/Lange to approve the minutes from September 25, 2007, all voting aye.

Month End Budget Report: The Committee reviewed the September 2007 month end budget report. **MSC Lange/Pack to approve September 2007 month end budget report, all voting aye.**

Monthly Activity Report: The Committee reviewed the September 2007 activity report.
MSC Stevenson/Michalkiecz to place the September 2007 activity report on file, all voting aye.

Ebay Sale of DeWalt Tools: The Committee reviewed the memo from DC DeLeeuw regarding the sale of tools on Ebay. The Committee was pleased with the money we received.

DNR Grant: The Committee reviewed the DNR grant we were recently awarded. The grant total is \$11,717.00 and our required 50% match is \$5,859.00. Discussion was held on where to take the required 50% matching funds from. Current budget versus the fire trust account was discussed. Ald. Stevenson felt this money should come from a line item in the current budget versus the trust fund. **MSC Pack/Lange Committee recommends both Common Council's accept the DNR grant and to fund the required 50% match of \$5,859.00 from Neenah-Menasha Fire Rescue's Public Safety Trust Fund, line item of fire equipment, Wisneski, Pack, Lange, Michalkiewicz and Ahles voting aye, Stevenson voting nay.**

Hurst Jaws Equipment: The memo from DC DeLeeuw was reviewed by the Committee. Chief Vander Wyst said we have not had much success selling fire related equipment on Ebay and was looking for direction on selling the old jaws equipment. Discussion was held on listing the equipment on Ebay versus the trade magazines. The Committee directed Chief Vander Wyst to obtain a value for the jaws equipment from Hurst and list the equipment for sale on Ebay with a minimum reserve for 10 days. If the equipment does not sell on Ebay Chief Vander Wyst shall pursue selling the equipment by taking an ad out in fire trade magazines.

2008 Medical Evaluations: The Committee reviewed the RFP and medical evaluation quotes from Ingenuity First (Theda Care), Aurora and Affinity. Aurora cannot perform the exams because they do not have the capabilities of doing this at their Neenah location and it is not feasible to have staff travel to Oshkosh. Chief Vander WYST discussed NFPA 2007 Guidelines and Comm 30 and Comm 32 with the Committee. Ald. Stevenson asked about the scheduling process and the memo of understanding from the Local 275 union contract. He expressed concern regarding staff having physicals performed while they are on duty. He feels this contract language should be reviewed by the two City Attorneys during the next contract negotiations. Ald. Ahles asked that the City Attorneys and HR Coordinator Fuller review the program and see if there is something that can be done since employees have the option of a physical through their health insurance and to make sure we are getting the best value for the City's money. Chief Vander WYST did explain that the first part of the physical process (health questionnaire, lab work, etc) is performed at the station while staff members are on duty. The employees go to the clinic to have the actual physical performed. Chief Vander WYST said we are requiring the employees to have the physicals done and if we have them go on their off duty days then we will have to pay them overtime to have the physicals. It saves the City money to have the physicals performed while they are on duty. Discussion was held on the members of NMFR that should have the physicals performed. Ald. Stevenson asked Chief Vander WYST to review NFPA and Comm 30/32 standards for language clarification and if these physicals are necessary for employees. Chief Vander WYST said that the medical evaluations have made a difference and employees have taken a more positive approach to exercising and nutrition. He encouraged the Committee to continue with the physicals. **MSC Lange/Pack recommend that both City Councils approve Theda Care as the provider and double check the quote from them is for 68 department members and the physicals be performed in 2008 and be paid for from the 2008 budget, all voting aye.**

MSC Michalkiewicz/Pack to adjourn at 6:30 p.m., all voting.

Respectfully Submitted,

Len Vander WYST
Chief

LV/tt

Neenah-Menasha Fire-Rescue
Joint Fire Commission Meeting Minutes
Wednesday, October 24, 2007 – 12:00 p.m.
3rd Floor Council Chambers – City of Menasha

Commissioner Brotski called the meeting to order at 12:00 p.m.

Present: Commissioners Jim Liebhauser, Dave Brotski, Bill Mattes, Chris Wales-Magners and Nancy Barker

Excused: Elizabeth Nevitt

Also Present: Fire Chief Len Vander Wyst

Approval of Minutes: The Commission reviewed the meeting minutes from August 16, 2007. **MSC Mattes/Liebhauser to approve the minutes from August 16 2007, all voting aye.**

Activity Reports: The Commission reviewed the activity report from September 2007. This is informational only and no action is required.

Department Budget Report: The Commission reviewed the September 2007 month end budget report. This is informational only and no action is required.

Minutes from Joint Finance & Personnel Committee: The Commission reviewed the minutes of the September 25, 2007 Joint Finance & Personnel Committee Meeting. This is informational only and no action is required.

Acceptance of the State of Wisconsin DNR Grant: The Commission reviewed the recent DNR grant that NMFR has been awarded. This is informational only and no action is required.

2008 Medical Evaluations: The Commission reviewed the RFP and information for the 2008 medical evaluations. This is information only and no action is required.

Other New Business:

November & December 2007 Meetings: The Commission will have their regular meeting on November 27, 2007. However, this will be cancelled if there is no need for a meeting. The December 26, 2007 meeting will be cancelled.

MSC Mattes/Wales-Magners to adjourn at 12:50 p.m., all voting aye.

Respectfully Submitted,

Len Vander Wyst
Chief

LV/tt

NEENAH-MENASHA SEWERAGE COMMISSION

Public Hearing & Regular Meeting

Tuesday September 18, 2007

Meeting called to order by Commission President W. Zelinski at 8:00 a.m.

Present: Commissioners R. Zielinski, J. Jurgenson, G. Cowling, W. Helein, D. Youngquist, W. Zelinski; Manager Much, Accountant Voigt.

Excused: Commissioner K. Bauer.

Also Present: Paul Much (MCO); Mike Sambs (Waverly S.D.); Chad Olsen, Tom Vik (McMahon).

President W. Zelinski opened the Public Hearing to receive comments on the proposed 2008 NMSC Budget.

Commissioner R. Zielinski asked questions on various budget items and categories with responses provided by Manager Much and Accountant Voigt. Hearing no additional questions or comments on the proposed 2008 NMSC Budget, moved by Commissioner R. Zielinski, seconded by Commissioner J. Jurgenson to adjourn the Public Hearing. Motion carried unanimously. Public Hearing adjourned at 8:08 am.

Motion made by Commissioner R. Zielinski, seconded by Commissioner J. Jurgenson to reconvene into Regular Open Session. Motion carried unanimously.

Motion made by Commissioner D. Youngquist, seconded by Commissioner R. Zielinski to approve the minutes of the Regular Meeting of August 28, 2007. Motion carried unanimously.

Correspondence

August 30, 2007 Notice of Public Hearing and Meeting to Follow.
RE: Notice of Public Hearing for proposed 2008 NMSC Budget.

Budget, Finance, Personnel

Accountant Voigt presented to the Commission the unaudited financial statements for August 2007. After discussion, moved by Commissioner J. Jurgenson, seconded by Commissioner D. Youngquist to accept the unaudited financial statements for the month of August 2007 and place them on file. Motion carried unanimously.

Accountant Voigt presented the Proposed 2008 NMSC Budget to the Commission. Motion made by Commissioner D. Youngquist, seconded by Commissioner R. Zielinski to approve the Proposed 2008 NMSC Budget. Motion carried unanimously.

Accountant Voigt presented MCO invoice #11995 in the amount of \$102,288.42 for the month of October 2007. Motion made by Commissioner D. Youngquist, seconded by Commissioner W. Helein to approve MCO invoice #11995 in the amount of \$102,288.42 for the month of October 2007 and to pay the invoice after October 1. Motion carried unanimously.

Accountant Voigt presented the Accountants Report for the month of August, 2007. MCO generated \$3,289 in additional income for the Commission; restricted cash balances totaled \$2,763,000 at the end of August. Motion made by Commissioner D. Youngquist, seconded by Commissioner R. Zielinski to accept the Accountants Report for the month of August 2007. Motion carried unanimously.

Accountant Voigt presented the following invoices from McMahon Associates for payment:

#37356	Underground Distribution – Site/Topo Survey	\$3,252.34
#37535	Sludge to Sludge Heat Exchanger - Design	\$ 282.00.

Motion made by Commissioner D. Youngquist, seconded by Commissioner J. Jurgenson to approve for payment invoices #37356 and #37535 to McMahon Associates. Motion carried unanimously.

Accountant Voigt reported to the Commission he will have more information to report at the next meeting concerning the need to maintain the Replacement Fund.

Operations, Engineering, Planning

Manager Much presented and discussed the operating report for the month of August 2007. The plant is operating well. Manager Much attended a meeting on proposed ammonia limits. The NMSC may very well be one of the first to have modified ammonia limits written into their discharge permit. The NMSC should be able to meet the proposed limits. The concern is on the anti-degradation legislation that limits the ability to have permit limits increased to a higher limit once a lower limit has been established. The draft discharge permit will be submitted to the Municipal Environmental Group (MEG) for review on our behalf as a member of this group. After discussion, motion made by Commissioner D. Youngquist, seconded by Commissioner W. Helein to approve the operating report for the month of August 2007 and to place the report on file. Motion carried unanimously.

Chad Olsen updated the Commission on the Sludge-to-sludge heat exchanger pilot unit. The heat exchanger pilot unit is installed, the VFD's are here, the pumps are scheduled to ship this week with delivery to be next week. The scheduled plan is to have the pilot unit running by the next Commission meeting.

Manager Much updated the Commissioners on the status of the electric underground distribution replacement. The process is still in the design phase. One issue to be resolved is whether the NMSC should purchase the equipment for the project verses having the contractor providing the equipment.

Tom Vik addressed the Commission to discuss the proposal provided for a Sludge Management Study. In this study items to evaluate and look at include: build on-site storage, build off-site storage, contract for storage/hauling/land application, sludge drying via heat, haul to processor, landfill, hybrid evaporator via heat and chemicals, bioset process, and slurry carb process for fuel. It is estimated to have the information put together in 90-days. The cost for this study

would be \$12,500. A similar study being done in Sheboygan is costing twice this amount. After discussion, motion made by Commissioner D. Youngquist, seconded by Commissioner W. Helein to approve the agreement for a sludge management study at a fee of \$12,500. Motion carried unanimously.

Old Business

Manager Much updated the Commission on the status of the Engine/Genset system. The engine is repaired and is running.

Ordinance Contract incorporate revisions update. No additional information to report.


Sewer ownership update. No additional information to report.

Fox River PCB issue. Manager Much will ask the attorneys for a legal opinion on the liability issue for Waverly Sanitary District and the Town of Neenah Sanitary District #2.

Vouchers

Motion made by Commissioner R. Zielinski, seconded by Commissioner D. Youngquist, to approve Operating and Payroll Fund Vouchers #129912 thru #129953 in the amount of \$247,425.68 for the month of August 2007. Motion carried unanimously.

Motion made by Commissioner R. Zielinski, seconded by Commissioner D. Youngquist to adjourn the meeting. All present voting aye; nays, none. Meeting adjourned at 9:02 a.m.



President



Secretary

THE NEXT REGULAR MEETING IS ON TUESDAY October 23rd, 2007.

CITY OF MENASHA
Park Board
Council Chambers, 3rd Floor City Hall – 140 Main Street
September 24, 2007
DRAFT MINUTES

I. CALL TO ORDER

- A. Meeting called to order by Chr. D. Sturm at 6:03 p.m.

II. ROLL CALL/EXCUSED ABSENCES

- A. MEMEBERS PRESENT: Chr. Dick Sturm, Ald. Sue Wisneski, Tom Konetzke, Ron Suttner, George Korth
MEMBERS ABSENT: Mary Francis, Nancy Barker
OTHERS PRESENT: Ald. Don Merkes, Paul Brunette from The Wreath Factory, Geoffry Penn and Eric Richter from North Star Asset Management, PRD Tungate

III. MINTUES TO APPROVE-MINUTES & COMMUNICATES TO RECEIVE

- A. **Minutes to approve:**
Chr. D. Sturm stated that under V.A. of the September 10, 2007 Board minutes, the name Chr. D. Sturm should be changed to G. Korth. Motion by G. Korth, seconded by T. Konetzke to amend the minutes as indicated. Motion carried 5-0.

IV. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY

Five (5) minute time limit for each person

- A. Comments by G. Korth include: Bergstrom had model cars set up for advertising purposes in Jefferson Park during the marathon. Theda Care picnic was reserving public streets for parking. PRD Tungate will talk with these event organizers about these issues.

V. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

- A. **Highlights of 2008 Budget Request**
Board members had a chance to review the department's 2008 budget request. PRD Tungate reviewed several highlights including: a new overnight seasonal position, sandblasting and painting the pool basin and the likelihood of planning some new, fresh summer recreation programs. Other means of advertising program offerings was also discussed. Mayor Laux has reviewed the request. PRD Tungate stated he felt that while the Mayor's entire budget proposal was nearly complete, there still would be time to modify the Park Department's request. Ald. S. Wisneski would like to have earlier input on the budget. PRD Tungate will look into a time frame to make this happen next year. Discussion was held on the new park on the city's far east side. Park land acquisition progress has been stalled due to the sluggish housing market and city negotiations with developer Alan Ament. PRD Tungate stated that the Mayor really wants to get something happening on a park north of Lake Park Villas. Members felt that a new park in that area could actually spur development as was the case near Barker Farm Park. PRD Tungate suggested that there could be an alternative plan to obtain or use some city owned land in Lake Park Villas for park purposes. He will explore this option with other staff and the Mayor and try to report to the Board at their next meeting. Two points of emphasis were added by the Park Board to the 2008 Department budget.

Motion by Ald. S. Wisneski, seconded by R. Suttner, for special emphasis and priority to be placed on park land acquisition and development on the city's far east side. Motion carried 5-0.

Motion by T. Konetzke, seconded by Ald. S. Wisneski to place special emphasis and priority on finishing the blue trim painting at the pool. Motion carried 5-0.

VI. ACTION ITEMS

A. **Review and Recommend Greenspace Plan for 81 and 87 Racine Street – Paul Brunette – Wreath Factory (revised plan to be received at meeting)**

Paul Brunette presented an overview of the landscape plan for 81 and 87 Racine Street. Board members liked the plan and had a few questions. The area has not been named; benches and lighting are not in the plan at this point. Ald. S. Wisneski questioned whether the pathway would meet state requirements. It was noted that this was just a concept plan and if the Board liked what they saw, eventually a detailed construction drawing would be created by Otter Creek Landscape. Motion by T. Konetzke, seconded by G. Korth to approve the plan in concept. Motion carried 4-1, Ald. Wisneski opposed.

B. **Letter of Appreciation to Dave Voss and Miron Construction**

A draft letter of appreciation to Dave Voss was reviewed. A couple revisions were made. The Board would like similar letters sent to the VFW and Martenson and Eisele. PRD Tungate will work with Chr. D. Sturm to draft and send these letters out in the next couple weeks. Copies will be in the next Board meeting packet.

VII. ADMOURNMENT

A. Motion by Ald. S. Wisneski, seconded by G. Korth to adjourn at 8:16 p.m. Motion carried 5-0.

CITY OF MENASHA
Plan Commission
Council Chambers, 3rd Floor City Hall – 140 Main Street
October 30, 2007
DRAFT MINUTES

I. CALL TO ORDER

- A. Mayor Laux called the meeting to order at 3:30 p.m.

II. ROLL CALL/EXCUSED ABSENCES

- A. PLAN COMMISSION MEMBERS PRESENT: Mayor Laux, DPW Radtke, Ald. Merkes, and Commissioners Sturm, Schmidt, and Cruickshank.

PLAN COMMISSION MEMBERS EXCUSED: Commissioner Sanders

OTHERS PRESENT: CDD Keil, AP Beckendorf, Butch and Marilyn Bucklin, Paul Hermus, Vern Larson, Stan Martenson, Jeff Muma, Tim Smith, Ald. Eric Hendricks, Bob Acord, and Mike Huff.

III. MINUTES TO APPROVE-MINUTES & COMMUNICATES TO RECEIVE

- A. **Minutes to approve:**

Comm. Schmidt made and Comm. Sturm seconded a motion to approve the minutes of the October 9, 2007 Plan Commission Meeting with the following correction: the date of the minutes should be changed from "September 25" to "October 9". The motion carried.

IV. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY

Five (5) minute time limit for each person

- A. No one spoke.

V. DISCUSSION

- A. **Rezoning of 338 Third Street from R-1 to R-2**

- AP Beckendorf described the location and surrounding zoning as well as the owner's wishes to rezone.
- Commissioners discussed the following:
 - Compliance with existing housing plan.
 - Compliance with draft comprehensive plan.

- B. **Status of Comprehensive Plan**

- AP Beckendorf reviewed the current status of the comprehensive plan process. The plan is undergoing staff review and it is expected that the first four chapters will be brought before the Plan Commission for review within the next month. January 2008 is targeted for Plan Commission review of all plan chapters.

VI. ACTION ITEMS

- A. **Sale of 81 Racine Street and 504 Broad Street**

- CDD Keil explained that this item was referred back to the Plan Commission by the Common Council. This current proposal identifies the size of the parcel and states that an easement will be granted for a trail and landscaping on the Racine Street exposure.
- Commissioners discussed the following:
 - Proper procedure
 - Including easement details as part of the purchase agreement
 - Transitional area requirements
 - Snow removal responsibility in the easement area

Comm. Sturm made and Comm. Schmidt seconded a motion to recommend approval of the sale of 81 Racine Street and 504 Broad Street with the inclusion of a twenty-foot wide easement along the Racine Street frontage of 81 Racine Street for pedestrian trail and landscaping development.

The motion carried.

B. Site Plan Review – Express Convenience Center – 700 Third Street

- AP Beckendorf reviewed the changes made to the proposal since the October 9 Plan Commission meeting.
- Commissioners discussed the following:
 - Light spill along the west property line
 - The absence of canopy trees

Comm. Cruickshank made and DPW Radtke seconded a motion to recommend approval of the Special Use Permit for Express Convenience Center at 700 Third Street. The motion carried.

C. Landscape Plan Amendment – 905 Plank Road – Higher Beans

- AP Beckendorf introduced the changes to the plan and described the challenges facing the new business operators with regard to complying with the previously approved landscaping plan.
- Commissioners discussed the following:
 - Transitional area requirements
 - Ownership of the existing fence
 - Property line issues
 - The use of street trees and the potential impact on the owner

It was the consensus of the Plan Commission to hold this item over until a survey of the property can be completed and parking options as well as property line issues can be resolved.

D. Amendments to 13-1-29, 13-1-30, 13-1-36, 13-1-37, 13-1-35, 13-1-27, 13-1-28 and 13-1-12 Relating to Site Plan Review and Design Standards for Building Alterations

- CDD Keil described the proposed changes which relate to building material requirements on additions/expansion and on façade alterations to buildings which were constructed prior to the effective date of the existing façade requirements.
- Commissioners discussed the following:
 - Façade calculations – exclusion of windows and doors
 - Introducing another set of ordinances which would require those buildings alterations which must receive state approval to comply with higher façade standards.
 - Potential economic impact on the city.
 - The restrictive nature of the city's existing brick and natural stone requirements – does not allow for creativity, variety of building stock or the use of other durable, high quality materials such as those used on Monona Terrace in Madison or the Performing Arts Center in Appleton.
 - The value-retention potential of brick and stone versus other materials.
 - The possibility of prohibiting some materials, but leaving the ordinance open for materials other than brick or stone.

Comm. Schmidt made and Comm. Sturm seconded a motion to recommend approval of the amendments to 13-1-29, 13-1-30, 13-1-36, 13-1-37, 13-1-35, 13-1-27, 13-1-28 and 13-1-12 Relating to Site Plan Review and Design Standards for Building Alterations. The motion carried on a roll-call vote of 5-1 (Ald. Merkes – no).

E. Site Plan Review – Crossroads Foursquare Church – 1209 London Street

- Commissioners discussed the following:
 - Façade materials.
 - Lighting levels along the east property line.
 - The addition of landscaping in the transitional area (east property line), and along the parking lots as screening.
 - Variety of planting materials.

This item was held over.

F. Open Space and Recreation Facilities Plan 2007-2011

- Commissioners discussed the following:
 - Carpenter Street connection to Plank Road.

- The trail on Stillmeadow Drive extended will not be feasible.
- Bob-o-Link connection.
- The weakness of North-South trails in the Winnebago County portion of the city.
- Adding a Manitowoc Road trail link, continued to Lake Park Road and North on Plank Road to Chestnut and Midway Road.
- Providing a trail link to Municipal Beach and Shepard Park.
- Adding a trail link on Park and Naymut Streets.
- Marking a “downtown loop” trail system.
- During bridge replacement, making sure safe bike/pedestrian routes are accounted for.
- Memorial building accessibility.
- The addition of landscaping to the Friendship Trail.
- Brighton Drive lake access – remove reference to a new channel.
- Parking needs at the Manitowoc Street Boat Launch.

Comm. Sturm made and DPW Radtke seconded a motion to recommend approval of the Open Space and Recreation Facilities Plan 2007-2011. The motion carried.

VII. ADJOURNMENT

- A. Comm. Cruickshank made and Comm. Schmidt seconded a motion to adjourn at 6:43 p.m. The motion carried.



MENASHA POLICE COMMISSION MEETING MINUTES

DATE: October 5, 2007

Commissioner Liebhauser called the meeting to order at 5:00pm at the Menasha Safety Building, 430 First Street, Menasha.

Present: Barb Ballard, Larry Buck, Joe Cruickshank, Jim Liebhauser, Amy Ristow, and Chief Stanke

- I. Minutes of the last meeting: M/S/C Cruickshank/Buck to accept the 7/19/2007 Meeting Minutes.
- II. Police Report – Chief Stanke.
 1. Training Certificates: Jamal Kavar – Cyber-Cop 201 Intermediate Data Recovery and Analysis and Cyber-Cop 301 (NTX), Menomonie, WI. Matt Albrecht – Governor's Conference on Traffic Safety. Ann Gollner – School Resource Officer Training, La Crosse, WI; "The Choking Game". Jeff Jorgenson – New Supervisor Orientation, CVMIC; Wisconsin Crime Prevention Officer's Conference and Problem Oriented Policing Conference, UW Madison. Nick Oleszak – Nark II Drug Identification, Sirchie Labs; DEA Basic Drug Investigation. Paul Scheppf – Nark II Drug Identification, Sirchie Labs; DEA Basic Drug Investigation. Aaron Zemlock – Gang Investigation Conference. Chuck Sahr – DOJ Technology Conference. Martin Schramper – DOJ Technology Conference. Tim Styka – National Incident Management System Incident Command System (NIMS ICS) 300. Mary Janssen – Basic TIME.
 2. A thank you note was received from the Congressional Medal of Honor Society for assistance provided during the Isle of Valor ceremony.
 3. A letter of recognition from the Wisconsin Crime Prevention Practitioners Association for Nick Oleszak and the Menasha Police Department's Home Safe Home program.
 4. Congratulations to Officer Paul Scheppf for obtaining his B.A. in Criminal Justice Law Enforcement from Lakeland College and to Lt. Chuck Sahr for receiving his Masters Degree in Criminal Justice from UW Platteville.
- III. Old Business: None.
- IV. New Business: None.
- V. Correspondence: None.
- VI. Schedule next meeting: Thursday, November 15, 2007 at 5:00pm.
- VII. Closed Session: 5:15pm, under Wisconsin Statutes Sec. 1985 (1) (c) considering the employment, promotion, compensation or evaluating the performance of any employee under the commission's jurisdiction. M/S/C Buck/Ristow
 1. Interviews two candidates for the opening of Patrol Officer.
 2. Consideration of offer of employment.
- VIII. Open Session: Both candidates are viable for position of Patrol Officer. Continue hiring process.
M/S/C Cruickshank/Ristow
- IX. Adjournment: M/S/C Cruickshank/ Buck at 6:58pm.

Respectfully submitted,

Barb Ballard
Commissioner, Secretary



**City Hall Safety Committee
Minutes
September 5, 2007**

Meeting called to order at 1:15 PM

Present: Todd Drew, Tom Stoffel, Tasha Saecher, Sylvia Bull, Peggy Murphy

Absent: Kristi Heim, Adam Alix, Jeff Brandt, Brian Tungate, Sue Nett

- A. Motion to approve minutes from August 1, 2007 meeting made by Tom Stoffel and seconded by Sylvia Bull. Motion carried.
- B. Held over Business
 - 1. City Hall Emergency Operations and Evacuation Plan still being revised and re-typed to reflect changes made from previous meeting
 - 2. Employee ID's – goal is to have completed this fall and machinery to make ID's purchased
- C. New Business
 - 1. Request made from Tom Stoffel to check if training documents and dates received from RW Management for City Hall Employees.
 - 2. No injuries reported for review.
 - 3. September safety topic on "Road Rage" was distributed and discussed
 - 4. Informed of 2008 safety meeting dates being the first Wednesday of the month with the exception of the first meeting of the year being January 9th (instead of January 2nd due to being so close to the holiday). Same time and same room reserved for 2008.
- D. Training
 - 1. Training dates of November 14th and 15th picked for sexual harassment training for all city employees and lifting guidelines mainly for the Public Works Department. Ergonomics discussed as another training option but Sylvia Bull stated no one attended last time this was a scheduled training session.

E. Next Meeting – October 3, 2007

Meeting adjourned at 2:05 PM



**Police Safety Committee Meeting
Minutes
September 20, 2007**

Present: David Jagla, Mark Mauthe, Mike Brunn, Sue Nett, Jeff Brandt

Absent: Bev Sawyer, Chuck Sahr, Aaron Zemlock

Meeting called to order at 2:15 PM

A. Motion to approve minutes from July 19, 2007 meeting made by M. Brunn and seconded by M. Mauthe. Motion carried.

B. Held Over Business

1. Respirators for personal protection when using pepper spray is not required but rather a personal preference choice.
2. Emergency Operations and Evacuation Plan briefly reviewed. M. Mauthe suggested adding to Appendix E. Bomb Threat Procedure the address and DOB of reporting person. He also suggested adding a question #10 of "where are you calling from?" to the procedure. M. Brunn requested removing the "call 911" from their specific plan because they are 911. S. Nett suggested that the general evacuation plan for the city would need to be modified to be workable for the safety building considering the police are the emergency responders in the community.
3. Worker's compensation statistics shared for the first 6 months of 2007.

C. New Business

1. The monthly safety topic on road rage was sent electronically to Lt. Chuck Sahr for distribution.
2. There were no injuries for review.
3. A concern was raised about inadequate lighting in the lobby area of the safety building. A. Alix has already been notified and will be checking into this.
4. Another concern was raised regarding the water fountain on the main floor and whether or not the H₂O was safe to drink. Fountain has considerable lime deposit build up. A. Alix was also notified about this. He will see what maintenance and cleaning needs to be done. When this is completed, the health department will collect a sample to see if the water is safe to drink.

D. The annual training on harassment is scheduled for Nov. 14 and 15. S. Nett questioned if there was another topic the police department would like training on. M. Brunn indicated they have been consistently doing departmental training on various topics. A list of those topics will be included with the minutes at the end of the year. M. Brunn recommended doing the bloodborne pathogen review in November.

E. Meeting adjourned at 2:50 PM. Next meeting October 18, 2007.



**Public Works and Parks Safety Committee Meeting
September 25, 2007
Minutes**

Present: Adam Alix, Corey Gordon, Jim Julius, Bob Huss, Ken Popelka, Jeff Nieland, Mark Radtke, Peggy Murphy

Absent: Tim Jacobson, Jeff Brandt, Matt Schultz, Brian Tungate, Sue Nett

Meeting called to order at 9:05 AM

- A. Motion to approve minutes from August 28, 2007 meeting made by Jeff Nieland and seconded by Mark Radtke. Motion carried.

B. Old Business

1. Emergency Operations and Evacuation Plan still being revised and re-typed with new information. Appendix F of plan reviewed at meeting and one typographical error noted and DNR number thought to be incorrect. Todd Drew in process of obtaining updated Emergency Response Guidebooks, approximately 60 to put in city vehicles.
2. Employee ID's – machinery purchased, Sue Nett and Patrick James to start taking employee's pictures for new ID's

C. New Business

1. The Menasha Health Department has a mercury spill kit and the Park's Department will have a mercury spill kit as well due to Menasha City park lighting that contains mercury.
2. One injury report reviewed where an employee stepped in a pot hole in a city street. Problem resolved by filling in the pot hole in the street and employee's injury already healed.
3. September safety topic, "Road Rage" distributed and discussed.
4. Signage for Road construction request reviewed from Alderman Merkes. Committee members that deal with road signage agreed to take down signs promptly when constructions is done so sidewalks and bike lanes are not blocked. However, members stated some signage during construction has to be put in sidewalks and bike lanes to warn pedestrians and bikers not to enter these areas due to work zone dangers.
5. Reviewed CVMIC records about past and recent employee worker's compensation cases and the costs involved for the City of Menasha. Open cases were questioned and Jeff Brandt reported at the City Hall Safety committee meeting on October 3rd that cases are still open due to health

problems still remaining or injuries recent and may pose health problems in the future.

D. Training

1. November 14 and 15, 2007 set for city wide harassment/sexual harassment training and body mechanics training picked for public works and parks employees.

E. Meeting adjourned at 10:15 AM. Next meeting October 23, 2007 at 9:00 AM in the Gegan Room at the Menasha Library.

SPECIAL SESSION OF THE WATER AND LIGHT COMMISSION
September 18, 2007

Draft

Commission President Martenson called the Special Meeting of the Water and Light Commission to order at 7:34 A.M., with Commissioners Mark Allwardt, Bob Fahrbach, Joe Laux, and Carla Watson present on roll call. Also present were Doug Young, General Manager; Melanie Krause, Manager of Business Operations; Steve Grenell, Project Engineer; Dick Sturm, Manager of Steam Production; Steve Fields, Steam System Maintenance Superintendent; City Attorney Jeff Brandt, and the Press.

New Business, Senior Steam Staff Roles and Assignments – on behalf of the Commission, President Martenson presented the assignments and roles of the Senior Steam Staff. A proposal from McMahon Associates for programming services at the Water Plant will be discussed at the next Regular Commission Meeting to be held on September 26. A recommendation for Steam Plant support or clerical staffing will also be discussed at this meeting.

Steam Production Manager Sturm reported on securing the appropriate DNR permits. The air permit has some complications that are being worked on, and the wastewater permit is in process. The annual state inspection of #4 boiler needs to be scheduled, and an extension has been extended for six months. He also reported on several operational issues. The vendor proposed an inlet and discharge silencer as a resolution to the noise issue. Because of the cost associated, we have decided not to pursue this option and are looking at moving the fans indoors. The Punch List and Spare Parts Inventory are also being worked on. The heat recovery projects and the manhole water infiltration issue are still on the list of items to be completed.

Staff was directed to present the model and strategic plan to the Commission, which will include a timeline and schedule along with the dollars needed to complete the tasks.

The motion by Comm. Allwardt, seconded by Comm. Fahrbach, was unanimously approved at 7:56 a.m. to adjourn into Closed Session pursuant to Section 19.85 (1) (e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. RE: Steam Utility Work-out Plan Negotiations

BY: ROBERT H. FAHRBACH
Secretary

SPECIAL MEETING OF THE WATER AND LIGHT COMMISSION

October 2, 2007

Draft

Commission President Martenson called the Special Meeting of the Water and Light Commission to order at 7:32 A.M., with Commissioners Mark Allwardt and Carla Watson present on roll call. Also present were Doug Young, General Manager; Melanie Krause, Manager of Business Operations; Steve Grenell, Project Engineer; Dick Sturm, Manager of Steam Production; and Steve Fields, Steam System Maintenance Superintendent.

Item III. New Business, Facilitator for the Steam Plant Strategic Plan – this item will be held until next Tuesday when staff expects to have a final proposal after their meeting on Thursday with a consultant.

Recommendation on Medicare Part D – after discussion, the motion by Comm. Allwardt, seconded by Comm. Watson, was unanimously approved to offer Option D to the retirees.

Item XII. The motion by Comm. Allwardt, seconded by Comm. Watson, was unanimously approved on roll call at 7:36 a.m. to convene into Closed Session pursuant to Section 19.85 (1) (e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. RE: Steam Utility Work-out Plan and Labor Negotiations

By: CARLA R. WATSON
Acting Secretary

NOTE: THESE MINUTES ARE NOT TO BE CONSIDERED OFFICIAL UNTIL ACTED UPON AT THE NEXT REGULAR MEETING, THEREFORE, ARE SUBJECT TO REVISION.

SPECIAL MEETING OF THE WATER AND LIGHT COMMISSION

October 16, 2007

Draft

Commission Vice President Allwardt called the Special Meeting of the Water and Light Commission to order at 7:35 A.M., with Commissioners Mark Allwardt, Bob Fahrbach, Joe Laux, and Carla Watson present on roll call. Also present were Melanie Krause, Manager of Business Operations; Steve Grenell, Project Engineer; Dick Sturm, Manager of Steam Production; Steve Fields, Steam System Maintenance Superintendent, and the Press.

People in the gallery included Susan M. Wisneski, Mickie Coenen, Jeff Riedl, Mary Ann Mulvey, Joanne Roush, and Mary Nebel.

General Manager Doug Young arrived at 7:37 am, and City Attorney Jeff Brandt arrived at 7:40 am.

People in the Gallery:

Joanne Roush, 409 Cleveland Street, spoke on behalf of Ald. Merkes and expressed concerns for the owners of the Utility, the customers and taxpayers. The Council would like General Manager Young to attend each Council meeting, and would like to see the communication gap filled. They feel the Tuesday morning meetings are not sufficient due to people's schedules, and the fact that the Commission meetings are not televised.

Mary Nebel seconded the comments made by Ms. Roush. She stated disclosure of information is being kept too secret, and the residents are not getting information, including financials.

Jeff Riedl, 408 Appleton Street, said the City shouldn't be in the Utility business. Residents are not just customers or a cash cow for the project. If Aldermen have questions, a representative from the Utility should be there willing to answer them.

Mary Ann Mulvey, added that she agrees with the other comments, and she would like the minutes of meetings included in the Aldermen's packets.

Commission Vice President Allwardt stated the Commission has directed staff to focus on the Sargent and Lundy report. The Strategic Plan will be worked on and is scheduled to be completed in November.

Ms. Roush responded that trust is not getting better in the City, and Mr. Riedl added there should be dialogue with residents. Ms. Roush stated Menasha Utilities needs to show up and listen to concerns, especially the noise concern on Water Street because at last night's Council meeting a resident had issues.

City Attorney Jeff Brandt reported our closed session obligations are to not release the minutes until the Commission deems them open records. The Utility is meeting their obligations of posting meeting agendas and listing topics. Ms. Roush asked if these are legitimate reasons for these closed sessions, and Attorney Brandt replied staff needs to be disciplined to make sure this happens and to follow open records law.

Ms. Roush would like more detail on closed sessions and who was present, and would like prior minutes approved that were not on the agenda. Mr. Reidl would like follow through on releasing information.

Item III. New Business

A. Facilitator for the Steam Plant Strategic Plan – Manager of Steam Production Sturm reported the strategic plan would be the implementation phase of the Sargent and Lundy report. He would like to hold the Dishnow proposal until next week, and asked what was needed from the Sargent and Lundy report versus a final report. Staff will inquire as to whether Sargent and Lundy can provide facilitator services or if they can be part of the future.

Comm. Laux asked who will be part of the strategic plan. Project Engineer Grenell responded by saying objectives need to be prioritized and this will accomplish that.

B. Dresser Rand letter with schedule of planned modifications – Mr. Sturm stated the letter outlines major issues with the turbine, and the timetable that is established to rectify these issues. By their letter, Dresser Rand and Menasha Utilities take safety to the highest regard, and there is no safety risk to personnel. The motion by Comm. Laux, seconded by Comm. Fahrbach, was unanimously approved to forward the Dresser Rand letter to the Common Council.

Comm. Laux questioned the impact on our revenue stream once repairs are completed. Mr. Grenell stated the direct relationship between steam sales and revenue on #5 will have some additional revenue but full capacity will only be reached once all steam is sold. Mr. Sturm said we will look to the MISO market to fill the gap since we are not at full capacity. We need to finalize performance testing once modifications are completed.

C. Council updates – Mayor Laux reported the Common Council, upon the recommendation from Ald. Hendricks, Merkes, and Taylor, has requested General Manager Young attend the Council meetings. The Council has also recommended the Commission watch the tape from the last Council meeting, and this item should be placed on the Commission agenda for next week.

Ald. Wisneski stated no action was taken on the Water Plant Project because there was no representative at the Council meeting.

Item IV. The motion by Comm. Watson, seconded by Comm. Fahrbach, was unanimously approved on roll call at 8:55 a.m. to convene into Closed Session pursuant to Section 19.85 (1) (e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. RE: Steam Utility Work-out Plan

By: ROBERT H. FAHRBACH
Secretary

NOTE: THESE MINUTES ARE NOT TO BE CONSIDERED OFFICIAL UNTIL ACTED UPON AT THE NEXT REGULAR MEETING, THEREFORE, ARE SUBJECT TO REVISION.

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REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

September 26, 2007

Draft

Commission President Martenson called the Regular Meeting of the Water and Light Commission to order at 7:30 A.M., with Commissioners Mark Allwardt and Bob Fahrbach present on roll call. Also present were Doug Young, General Manager; Melanie Krause, Manager of Business Operations; Lonnie Pichler, Electric Distribution Supervisor; Dave Rodriguez, Customer and Utility Services Manager; Kristin Schalinski, Business Operations Accountant; Dick Sturm, Manager of Steam Production; John Teale, Technical Services Engineer; and the Press.

Item II. No one from the Gallery was heard on any topic of public concern to the Utility.

Item III. Motion made by Comm. Allwardt, seconded by Comm. Fahrbach, was unanimous on roll call to approve the following:

- A. Minutes of the Regular Meeting of August 22, 2007.
- B. Checks dated August 30 and Sept 6 - 26, 2007, which includes Net Payroll Voucher Checks, Void O & M Checks 32161, 32194, and 32142, and Operation and Maintenance Voucher Checks for a total of \$1,803,098.24, and Operation and Maintenance Vouchers and Rebates to be paid prior to the next Regular Meeting. Motion approved unanimously on roll call.
- C. Correspondence, as listed.
 - Copy of letter dated July 27, 2007, to Sen. Russ Feingold, from Citizens Utility Board, City of Lodi, City of Menasha, Dairyland Power Cooperative, MEUW, WI Industrial Energy Group, and WI Paper Council, re: Electric Transmission Capital Gains Tax Provision
 - Copy of letter dated September 5, 2007, to Sen. Patrick Leahy, Sen. Herb Kohl, Sen. Arlen Specter, and Sen. Orrin Hatch, from APPA President & CEO Alan Richardson, re: Railroad Antitrust Enforcement Act
 - Copy of letter dated September 6, 2007, to Menasha Utilities, from Menasha Athletic Association, re: Patron Award
 - Copy of letter dated September 6, 2007, to Richard Pielow, Dresser Rand, from General Manager Young, re: Menasha Steam Plant-Turbine/Generator #5
 - Copy of email dated September 10, 2007, to General Manager Young, from Peter Salvatore, Dresser Rand, re: Response to September 6 letter
 - Copy of memorandum dated September 7, 2007, to NERC-Registered WPPI Member Compliance Contacts, from Roy Thilly, Pete Steitz, and Michael Van Waardhuizen, WPPI, re: Compliance with NERC Reliability Standards – 2007 Enforcement

Item IV. August Financial and Operations Statement – In response to a question from last month's meeting, Manager of Business Operations Krause stated the Administrative and General Expenses were under budget due to a portion of staff benefits being allocated to work orders. There is also some savings with insurance being less than budgeted.

Comm. Martenson questioned items on the steam distribution report for August. Whiting took almost double than projected through the summer months. General Manager stated the estimates in the Poyry report were low. Comm. Martenson also asked about the average price behind the meter year to date number versus the Poyry projection.

Comm. Laux and Project Engineer Grenell arrived at 7:35 a.m.

After discussion, the Commission accepted the August Financial and Operations Statement as presented.

Item V. Claims Against The Utility – there were no claims discussed at this meeting.

Item VI. Purchase Orders over \$10,000.00 issued since the last Commission meeting were presented for informational purposes. General Manager Young stated the purchase order for Hach Company will be part of the Safe Drinking Water Fund contingency.

The motion by Comm. Fahrbach, seconded by Comm. Allwardt, was unanimous on roll call to approve the purchase orders as presented.

Item VII. Unfinished Business – there was no Unfinished Business discussed at this meeting.

Item VIII. New Business, Recommendation to approve McMahon Proposal for Programming Services at Water Plant – General Manager Young reviewed the proposal for programming services which would be covered in the contingency fund.

The motion by Comm. Laux, seconded by Comm. Allwardt, was unanimous on roll call to approve the proposal from McMahon Associates for the lump sum amount of \$32,400.00.

Recommendation to Offer Wisconsin Deferred Compensation Plan – Mrs. Krause reported on a Wisconsin deferred compensation program that could offer additional retirement planning options to employees. The State of Wisconsin Deferred Compensation Plan offers more flexibility in the allocations and transfers and some investments are performing better than under our current plan.

The motion by Comm. Allwardt, seconded by Comm. Fahrbach was unanimously approved to pass the Resolution for Inclusion Under the State of Wisconsin Deferred Compensation Plan.

Recommendation to Approve Water Plant Change Order #11 for C.D. Smith & Change Order #1 for Argo Contracting – General Manager Young stated the change order for C.D. Smith covers various installations for a total of \$20,263.00 and the change order for Argo Contracting includes a deduct for the installation of electrical service and deleting landscaping from contract for a total of -\$18,249.80.

The motion by Comm. Allwardt, seconded by Comm. Fahrbach was unanimous on roll call to approve both change orders, and to forward them to the Common Council for final approval.

Energy Services Representative Voigtlander arrived at 7:45 a.m.

Recommendation for Steam Plant Staffing – Mrs. Krause reviewed the recommendation to add another Auxiliary Operator at the Steam Plant. The cost for current staff to fill in for benefit time was compared to the cost of adding an additional Auxiliary Operator. The training process will begin immediately with existing staff at the Auxiliary Operator level being able to relieve for the Boiler Operators.

The motion by Comm. Fahrbach, seconded by Comm. Allwardt, was unanimously approved to add another Auxiliary Operator with the plan of starting them after the first of the year under the 2008 budget.

Menasha Athletic Association Award – Electric and Water Distribution Supervisor Pichler presented the Patron Award Menasha Utilities received at the Menasha Athletic Association annual banquet in recognition of the Koslo Park lighting project and for past support of the organization.

Item IX. Project Reports, Water Plant Project – General Manager Young reported most of the construction work is complete. The landscaping fencing is complete around the facility. There are some cross connections in the old plant that have been identified, and a recommendation will be coming for additional project supervision on the part of McMahon Associates. The circulation pump is working well and a quote for an automated trash rack has been requested.

Steam Plant Report TG#5, Legal Update – Manager of Steam Production Sturm reported Unit #5 was commissioned during the month of August. A letter from Dresser Rand dated September 21, 2007, regarding the turbine generator testing was included with this month's report. They concluded the unit has a valve/steam-force issue and expect to have an action plan within two weeks. The #5 turbine is currently operating on the low pressure valves, and we have been assured that operation of the unit is safe for plant personnel to operate.

Sonoco had two outages scheduled during August, but the actual outages occurred 3 to 4 days ahead of schedule.

Water infiltration issues are still occurring in the manholes. A contractor has attempted to seal the joints and this has not been successful in preventing leaks.

Item X. Staff Reports, General Manager – General Manager Young reviewed the NERC reliability standard enforcement letter that was included in correspondence, and our obligations under these standards. He also commented on the CapX agreement included with the articles. CapX are the proposed transmission owners in eastern Minnesota, and they are holding informational meetings regarding a proposed transmission line between the Southeast Twin cities, Rochester, and LaCrosse. This proposed line would help get some of the transmission into Wisconsin and WPPI has elected to have partial ownership of this line.

Electric and Water Distribution/Safety Report – Electric and Water Distribution Supervisor Pichler reported the power installation has been completed at Province Terrace and up to the

Drifka property. The lighting for Province Terrace has arrived and will be installed during the next couple of weeks.

The Water Distribution crew has been replacing a number of water valves in problem areas.

The Lineman's Rodeo was held in Oconomowoc this year and will be in Stoughton next year.

Steam Utility – there were no additional questions to the report presented.

Water Plant - there were no additional questions to the report presented.

Telecommunications – Technical Services Engineer Teale gave an update on the inspection of the tap changer at Melissa Substation, and stated all the transformers on the system have been sampled.

Business Operations – Mrs. Krause added the exchange of bargaining proposals is scheduled for October 9.

Customer and Utility Services – Comm. Martenson asked about the installation of AMR meters. Electric is 70% complete and water is 60%.

Energy Services Representative –Energy Services Representative Voigtlander stated the Customer Energy Expo will be held next week. There will also be a bill insert announcing a CFL bulb give-away in exchange for a food pantry donation.

Item XI. No one from the Gallery was heard on any items discussed at this Meeting.

Item XII. The motion by Comm. Allwardt, seconded by Comm. Fahrbach, was unanimously approved on roll call at 8:15 a.m. to convene into Closed Session pursuant to Section 19.85 (1) (e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. RE: Labor Negotiations

By: ROBERT H. FAHRBACH
Secretary

NOTE: THESE MINUTES ARE NOT TO BE CONSIDERED OFFICIAL UNTIL ACTED UPON AT THE NEXT REGULAR MEETING, THEREFORE, ARE SUBJECT TO REVISION.

\\comm\\minute Sept.doc



MEMORANDUM

To: Mayor and Common Council

From: PRD Tungate

Date: October 30, 2007

RE: Peanut Island Cannon Rededication

You are invited to attend a ceremony to rededicate the cannon on Peanut Island in Jefferson Park on Sunday, November 11 at 4:00 p.m.

Appleton Police Officer, Steve Elliot, was instrumental in coordinating both the cannon rehabilitation and the ceremony.

In Remembrance



Event: Dedication of the newly refurbished
WWII Memorial Canon

Where: Jefferson Park's Peanut Island
in the City of Menasha

When: 4:00pm on Veteran's Day,
November 11th, 2007



UNIVERSITY OF WISCONSIN - FOX VALLEY FOUNDATION INC.
1478 MIDWAY ROAD • MENASHA, WISCONSIN 54952-1297
www.fox.uwc.edu/foxfoundation • Phone 920-832-2849 • Fax 920-832-0112

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EX-OFFICIO DIRECTORS

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Michael Van Vonderen

October 23, 2007

Mr. Todd Drew
Menasha Health Department
226 Main Street
Menasha, WI 54952

Dear Todd,

We want to express our deep appreciation to you for your help in making our *e.a.t.s.* fund raiser a great success.

It was certainly a wonderful, wonderful event. We continue to receive many good comments from our guests, chefs and volunteers. All the comments seem to indicate that this was the best event, ever.

Although it will take several more days before we have all the financials completed, I am confident that we will have reached our goal of raising \$50,000 or more for needy and deserving students enrolled at UWFox. This means that the foundation will be able to offer more and larger scholarship in the future.

Please know that we were most grateful to you for taking the extra time out of your busy schedule to meet with us and to provide us with the guidance and instructions we needed to serve our food. Since the food was the most important part of our event, your help was instrumental in the success we are enjoying this year.

Thank you again for your help. It is valued and appreciated.

Warm regards,

Lisa Weiner

Lisa Weiner
Executive Director

*Mayor FYI
Congratulations Todd!
- Mayor
CC Common Council*



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

JIM DOYLE
GOVERNOR
MICHAEL L. MORGAN
SECRETARY

Division of Intergovernmental Relations
101 East Wilson Street, 10th Floor
Post Office Box 8944
Madison, WI 53708-8944
Voice (608) 266-0288
Fax (608) 267-6917 TTY (608) 267-9629

DEBORAH A. GALEAZZI
CLERK, CITY OF MENASHA
140 MAIN ST
MENASHA, WI 54952 - 3190

October 10, 2007

FINAL ESTIMATE OF JANUARY 1, 2007 POPULATION

Dear Municipal Clerk:

The final estimate of the January 1, 2007 population for the CITY OF MENASHA in WINNEBAGO County is 15,805.

Approximately 12,050 of the estimated population for the CITY OF MENASHA are of voting age. This approximation is a courtesy estimate that helps you comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the 2000 Census proportion of persons age 18 and over to the final January 1 estimate, and then multiplying the result by a state-wide factor to account for the general aging of the population.



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

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CLERK, CITY OF MENASHA
140 MAIN ST
MENASHA, WI 54952 - 3190

October 10, 2007

FINAL ESTIMATE OF JANUARY 1, 2007 POPULATION

Dear Municipal Clerk:

The final estimate of the January 1, 2007 population for the CITY OF MENASHA in CALUMET County is 1,549.

Approximately 1,083 of the estimated population for the CITY OF MENASHA are of voting age. This approximation is a courtesy estimate that helps you comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the 2000 Census proportion of persons age 18 and over to the final January 1 estimate, and then multiplying the result by a state-wide factor to account for the general aging of the population.

To: City of Menasha
Common Council

From: City of Menasha
Public Works Facility

AUG/SEP 2007 Disposal Violations			
Date	Address	QTY	Comment
1 08/01/07	unknown		4 tires & a battery left at Broad St. Alley - picture
2 08/08/07	unknown		tires at Broad St Alley
3 08/08/07	unknown		hose caddy in recycling center
4 08/17/07	unknown		microwave in appliance area without permit \$15.00 permit #5367
5 08/17/07	unknown		***3 dehumidifiers in scrap metal area \$45.00 permit #5168, #5169, #5170 (from open hours)
6 09/05/07	unknown		***1 dehumidifier in scrap metal area \$15.00 permit #5385 (from open hours)
7 09/13/07	unknown		microwave, fridge, and a/c unit in appliance area without permits \$45.00, permit #5394, #5395, & #5396
8 09/17/07	unknown		microwave & fridge in Broad St alley without permits \$30.00, permit #5399 & 5400
9 09/17/07	unknown		3 containers of refuse, 2 buckets, 2 hampers, roll of plastic, foam cushions, stroller, box of refuse, and lumber in recycling center from weekend - approx dumpster load \$30.00 - picture
10 09/25/07	unknown		Province Terrace dumping clean-up per MPD. \$30.00 dumpster equivalent - pic
11 09/25/07	unknown		TV, computer monitor, computer printer, pvc pipe, Barbie riding car from scrap metal area \$40.00 - pic
12 09/26/07	unknown		Broad St alley-pictures/email from downtown merchant mattress, box spring, futon, bags of refuse \$30.00
13 09/28/07	unknown		dehumidifier dumped on Province Terrace \$15.00 - permit #5411
14 09/28/07	unknown		Microwave & dehumidifier in appliance area without permit \$30.00 permit #5410 & 5413
			****FREON APPLIANCES & MICROWAVES IN SCRAP METAL THAT ARE NOT CAUGHT GO TO PROCESSING AT SADOFF. IF DISCHARGED AT THEIR FACILITY WE RISK NOT HAVING SCRAP METAL COLLECTED IN THE FUTURE BY SADOFF OR ANY OTHER METAL VENDOR.
			Hazardous material disposal violations - cost to remove unknown - removed twice each year approx cost \$750/year
	\$ 80.00	8	Bulky item disposal (\$10.00 each)
	\$ 195.00	13	Freon or Microwave Disposal Permits (\$15.00 each)
			LP Tank disposal (\$4.50 each)
	\$ 20.00	10	Tire disposal \$2.00 each
	\$ 60.00	2	Refuse disposal violations (\$30/2 yard dumpster rental)
			Yardwaste disposal violations (\$20/min pickup charge)
	\$ 108.68	14	Total disposal violations-cleanup (15 minutes/cleanup X \$31.05/hr wage + benefits)
	\$ 463.68		AUGUST & SEPTEMBER 2007 Total
	Not included: gas cans () & compressed gas cylinders () will be disposed of with other hazardous waste left here illegally.		
	Incident like those listed above are reasons other communities have closed their drop off sites.		



NEWS

A Publication from UNITEL, INC.

www.unitelinc.com

2400 W. Leonard St.
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(715)344-1962

25-Year Award



Unitel, Inc. was recently presented with a 25-Year Longevity Award from Toshiba in recognition of being an Authorized Dealer since 1982. This long-term commitment benefits our customers with both excellent support, and product availability.

Motorola You can buy directly from Unitel, Inc.

Unitel, Inc. now represents Motorola walkie-talkies and has an experienced supplier available to determine your exact needs. These products can help increase business productivity and reduce labor costs. The best part is no set-up costs or monthly fees!

UNITEL, INC. BIG BUCKS FREE MONEY!



Now is a great time to buy, upgrade or request service with the return of our popular promotion, **UNITEL BUCKS**. This promotion is our way of saying "Thank You." We greatly appreciate the opportunity to serve you, the customer. The enclosed coupons may be applied toward equipment purchases or services. Please call us for details. (This offer will expire 1/31/08)

Unitel, Inc. does Network Assessments!

Unitel, Inc. has made a significant investment in software and equipment to provide our customers with the ability to have a Network Assessment! Multiple site businesses that want to link their locations together to share voice and data resources would benefit from a Network Assessment. A Network Assessment will also predict IP voice quality by identifying any network performance issues that may exist. Applications such as system backups or video may place critical demands on a network, thereby affecting voice quality. Contact us to learn more.

New Releases from **TOSHIBA**

Award Winning Business Telephone Systems

Toshiba has announced the following new products. First is the sleek new 5000 series line of telephones with exciting new features. Look for them in November 2007.



Second, is a new SIP (session initiation protocol) trunk line interface that will allow Toshiba telephone systems to interface with internet type trunk lines. Finally, a new smaller version of their Media Application Server called the MicroMAS. The entry level server provides all of the features of the larger system, but with a smaller footprint. Applications include Auto Attendant, Voice Mail, Auto Speech Recognition, Text to Speech, Unified Messaging, Interactive Voice Response, Auto Call Distribution and ACD reporting, plus browser-based administration.

City of Menasha

In 1998, Unitel, Inc. installed Toshiba telephone systems at multiple facilities throughout the community. In the following years fiber optic cable was installed through a program called "Badger Net." As new technologies evolved, city employees Jeff Lacey and Patrick James started investigating options to consolidate services, lower costs and improve efficiencies. In 2007 they worked closely with Unitel, Inc.'s technical department to re-engineer and upgrade their existing Toshiba System to accomplish their goals. They centralized their system by locating the main system at the Safety Building and combining all lines with PRI ISDN service, centralizing one voice mail system, and a common intercom. Then using the fiber, they installed remote fiber cabinets to provide a seamless system sharing resources and lowering costs. Because the design allowed reuse of existing wire, telephones, line and station cards (over 70% equipment reused), the

conversion to the new platform went without incident and was complete by 8 A.M. on the scheduled day. The successful implementation of the system is a credit to the resourceful City of Menasha employees and the Toshiba System built on the premise of "Investment Protection," allowing ongoing support of existing equipment.

Happy Thanksgiving!



Trivia Question:

What year was Toshiba founded?

Email your answer to dnewhouse@unitelinc.com and the first 10 responders with the correct answer will receive 50 "Unitel Bucks."

Merry Christmas!



Happy New Year!

Sue Wisneski

From: Jeff Riedl [jeffriedl@earthlink.net] **Sent:** Thu 10/11/2007 1:25 PM
To: Don Merkes; James Taylor; Sue Wisneski; Steve Pack; Eric Hendricks; Terry Eckstein; Thomas Michalkiewicz; Jan Chase
Cc:
Subject: A question about law enforcement
Attachments:

Dear Council Members,

I my citizen's address to the Council at the last meeting (Oct 1, 2007) I cited a statistic that Violent Crime had increase by 5 times between 1985 and 2005. I am truly concerned that we are not stepping up to the challenge of increasing crime in society - particularly in our own community.

The City of Menasha has not added a single patrol officer during that time period.

Last night, I read an op-ed piece in the News-Record from one member of the Council who in essence stated that it's not that bad, it's a regional problem, and it's no worse here than anywhere else in the area. *If that were so*, I would still be concerned because we're still not stepping up to the challenge and facing the problem with additional officers - regardless of what 'everyone else' is experiencing. We're not doing OUR part to protect OUR community. Doing nothing to increase law enforcement will not make gangs (and the crime associated with them) go away. Note - I stipulated *If that were so*.

The fact is, the alderman was only partially correct in his assertion. While there has indeed been an increase in violent crime throughout Northeast Wisconsin, crime has risen more dramatically here in Menasha than in any other community. Here are the numbers:

Reported Violent Crimes

	1985	2005	Increase
Appleton	68	173	2.54
Menasha	7	39	5.57
Neenah	8	28	3.5
Oshkosh	44	183	4.16
GB	205	495	2.41

Knowing the trend of the rate of crime can be an important measure of the social health of our communities.

Violent Crimes per 100,000 (Adjusted for population increases)

	1985	2005	Increase
Appleton	125	294	2.35
Menasha	47.5	250	5.26
Neenah	35.4	113.5	3.21
Oshkosh	87.3	286.7	3.28
GB	227.6	487.2	2.14

Source: Local police agency crime statistics as reported to the FBI, published as a part of the Uniform Crime Report.

Either way you slice it - Menasha comes out #1 in the increase of violent crime over the 20 year period reported, yet we are the ONLY force which has not added any additional officers to the street. I realize that there are many factors which contribute to the rise in crime in a community. It is

also well documented that crime is lower in areas where police visibility is higher - the risk of getting caught has a direct impact on an individual's choices. Case in point - the City and County of Milwaukee this past summer.

The numbers above aren't what I want to see, this isn't the way I want our community to be characterized - I share that sentiment with everyone else who has set down roots here, but the numbers are the numbers and 'not wanting it this way' doesn't change what has happened and what is happening. If we choose to ignore the history, we'll become victims of it time and time again.

Since a citizen can't ask questions at the City Council meetings - I'll ask this question of you through this correspondence. Would you be open to supporting Chief Stanke and the rest of our police force by authorizing and paying for additional patrol officers if the Chief were to ask for that increase? I would hope your answer is a real answer - like pressing the vote button at the Council meeting Yes, No. Either way, I'd appreciate hearing why you have chosen your position.

Thanks for your time and consideration.

Jeff Riedl
408 Appleton Street
Menasha, WI

Debbie Galeazzi

From: Jeff Riedl [jeffriedl@earthlink.net]
Sent: Friday, October 12, 2007 4:22 PM
To: Sue Wisneski Home E-mail
Cc: Debbie Galeazzi; Joe Laux; Robert Stanke
Subject: Re: [PHISHING]: Law Enforcement question

Sue,

Thank you for the very thoughtful response. I have no experience in law enforcement and realize that I am nowhere near a professional OR an expert in this area - the very reason I've been asking questions of a lot of people these days.

My concerns come from what I see happening on the street - not the number of calls that are made to the dispatchers. My concern comes from the slow or no responses when I hear yelling or fights next door. My concern comes from talking to officers and dispatchers who openly admit that everyone is responding to another matter almost every time I call regarding something in this neighborhood. My concern comes from the bold and brazen 'takeover' which is underway by those who are letting everyone know of their arrival in town. Those who are driving cars with stereos that can shake the windows in a house blocks away. The vehicles of intimidators are FAR more prevalent than cars which say Menasha Police Department on the side.

I'm sorry if that perspective offends your sensibilities - there are a lot of good people doing great work on our force, I just happen to think that after 20 years we may need a few more of them.

Two points in response to your message:

First, we HAVE added territory to cover and I can see where it's likely that the area wouldn't generate too many calls to dispatch. Those nice new neighborhoods have been pretty successful in keeping undesirable behavior to a minimum. Geography is certainly working in their favor - among a number of other factors. I haven't done any research in this area so it's just a guess on my part, but I don't think it's too much of a stretch to say that while the new area hasn't added many calls ... the older part of the city (let's say from 6th Street to the waterfront) probably has added a disproportionate volume of calls, the kind of volume which very well may warrant the additional staffing.

Second, before making the statement in my e-mail about Menasha being the ONLY department to not add staff to the streets in 20 years, I checked my facts. It's a good practice, one which I hold myself to almost all the time. The response from each department representative I talked to in our neighboring communities was amazingly similar. "Additional patrol officers TWENTY years? Are you kidding? Of course we have!" ... add a little chuckle to that and you've got a good idea of what those calls sounded like. Again, I respect those on our force who have stepped up to the challenge and 'made it work' with the resources we have afforded them - yourself included - but it's a tough sell to say we're not running on 'borrowed time' in this area. Certainly it looks that way to those I spoke with.

You say it's about a \$400,000 addition to the budget - let's really do it right and say \$500,000. Divide that over the 20 years that we HAVEN'T been adding anyone to the streets and you're looking at an additional \$25,000 per year. Divide that over the number of properties on the tax roll and you have a fairly manageable number for most of us out here 'picking up the tab' - particularly in proportion to the rest of the City Budget. I happen to believe that community safety is one of the most important functions

10/22/2007

(if not THE most important function) of a City and if it means we need to spend more there, then it's what we NEED to do. Pay for WANTS after needs - that's the way every one of us who lives on a budget should prioritize and what I *expect* my representatives to do.

Re-prioritizing the City's business is not easy work. Hard choices will have to be made, there's no doubt about that. But if we don't do it this year, it'll be that much harder next year and exponentially more difficult every year thereafter. So what will it take? Or are we to simply believe that we will be able to continue forever with exactly the force we have on the street today?

I'm grateful that you made the time to thoughtfully respond to my question as well as for your service to the community in the past as well as today.

Regards -

Jeff

SueWiz@aol.com wrote:

Jeff - (and members of the Menasha Council)

I am taking this opportunity to respond to you about what I hope was a hypothetical question.

Yes, I support law enforcement. I personally happen to think Menasha's police department is one of the very best departments, not only in the Fox River area **but in the State**. Many years ago, when I was on patrol, our department had a reputation for being stuck in the past, doing things as they had been done for years and years. In fact, one of the favorite sayings at the PD was, "This is the way we ALWAYS did it." It took some dedicated and forward-thinking people to change from a department stuck in the past to being a VERY progressive department. I may favor myself but I happen to believe I was one of those instrumental in the changes.

Granted, we learned to do more with less. It was one of the hazards of unfunded but mandated changes. As a result, our personnel learned to accomplish much. We successfully sought to train our officers to wear many hats - investigations (criminal and traffic), public and community relations, patrol, training, supervision and management, etc. That training has not stopped, but continues now in areas that a few years ago we never would have imagined it would be necessary to go (identity theft, fraud, porn investigations, computer crimes). Our officers' expertise is renown; this all translates to a safer community.

You state that we need more officers on the street, or on the road. On the surface I would agree with that, since we have increased our community area by several square miles, with annexations into Calumet County. However, the calls for service do not reflect that a need is present for one more officer.

Unless we can come up with a small pot of gold to support the addition of not one or two officers, but a full complement of 4.25 officers to staff a position around the clock, 24 hours a day, 7 days a week, 365 days a year, we will accomplish nothing. Then there are the extra dollars needed to equip and supply those officers, plus they would need one more squad car to patrol in. Off the cuff, we are talking about \$400,000 or more to put extra manpower on the street (salaries, benefits, equipment and uniforms, etc.). It is not as simple as adding an officer here and there. It must be a concerted effort.

Menasha can ill afford to go through the divisive process of allocating one or two persons extra to one department, because it would be to the detriment of other municipal agencies. Do we cut from other budgets to affect a 'feel good' response when statistics are not supporting any such movement?

Instead of looking to put more officers on the street, maybe support of other means of crime fighting would be i order. Neighborhood watch programs, police community support, crime victim witness participation are all such means that need support. We can work together with what we have to continue to accomplish much.

You can use statistics in any way you want to make a point. The point remains that Menasha IS much safer than it's contemporaries to the north or the south. Even the local Town communities have a much higher rate of police activity, higher calls for service, than we have. Our arrest and conviction rate remains high. We ARE making a difference.

I know from experience that there are other communities who "fudge" on the realistic entry of numbers into

10/22/2007

UCR. Menasha made a concentrated effort many years ago to ensure our statistics were accurate by sending personnel to various training programs to get the information needed to properly account for our arrests. By the same token, I know of other agencies who did not make that effort. They can (and do) skew the resulting statistics as the need fits.

I will not be a part of any program to that skewering of statistics. I will not micro-manage our departments. We pay our department heads to be the face and voice of their departments - they will tell us when and if the job is to a point they need more manpower. We need to be accessible to them, but not to tell them how to do their job.

Menasha is a safe community. Menasha is a fine community. Are there more threats nowadays than there were five or ten years ago? Yes, but are we shirking our duty? No we are not.

Thank you for your interest -

Sue Wisneski

Alderman, 3rd District
City of Menasha
www.suewisneski.com

PS _ Proud veteran of the Menasha Police Department, with over 38 years of service to the City.

See what's new at AOL.com and [Make AOL Your Homepage](#).

Panda Antivirus + Firewall 2007 has detected that this email could be spoofed

Take maximum precautions, as spoofed emails could be the sign of a fraud attempt.

October 29, 2007

Mayor George Scherck & Common Council
City Of Neenah
211 Walnut Street
P.O. Box 426
Neenah, WI 54957-0426

Dear Mayor Scherck:

I am writing to commend you and the Common Council for opening Neenah City Government to the viewers of cable television. This step encourages open government and dialogue between the elected representatives and their constituents, and allows other Fox Valley residents an insight into how neighboring communities operate.

Unlike Menasha, I was delighted to see the easy-going discourse between members of the gallery and City representatives. As citizens spoke on varying subjects, they were provided a response or explanation regarding their concern or topic. This practice opens the lines of communication between the City and taxpayers, and results in a sense of satisfaction that 'someone is listening'.

I doubt if there is anything more frustrating to someone who is a novice at City Government protocol, than to attend a Council Meeting with the assumption of getting an answer or explanation, only to be told responses are not given - as is the practice in Menasha.

While most of the responses supplied by either you or one of the Department Heads were given in detail, I do have to scold you for not giving a 'complete' response to Mr. Dean Moede's question regarding the increased property values generated through the City's TIF Districts.


You mentioned the Bridgewood project as an example of increased property values generated due to the use of TIF; describing current values versus original property values prior to redevelopment. Unfortunately, you neglected to mention that these increased property values will not be distributed to the School District, Technical College, County or City tax rolls until after the TIF is closed, which can extend in excess of 25-years.

You gave the impression that the increased property values generated by existing TIF Districts were *now* on the general tax rolls; while, in reality, the overlying taxing entities can only tax on the original 'pre-developed' value of the properties until the TIF's are closed. Meanwhile, the increment (increase) in tax is allocated exclusively to the City to pay off its original investment (plus interest) - and, at times, funds can be diverted to other pet projects or amendments made, thereby extending the TIF even longer.

Taxpayers should be allowed to weigh the project as a whole; including the financial risk involved if the development fails, the subsidy *given* to the developer, the percent of the City's investment in infrastructure, the number of real jobs created, is there true blight elimination, can development occur without public funding, are current property values within the TIF boundary declining, and - not to forget - what will the impact of a frozen tax base (value prior to development) have on future school and county budgets.

TIF Districts will not eliminate the County Administrator's plea for a sales tax increase, nor will it halt the reoccurrence of School District referendums. Only when the TIF Districts are closed will the total tax value of these developments be equally distributed to all taxing entities.

Thank you for your time - and welcome to the world of televised Council Meetings.


Sandra Dabill Taylor
545 Broad Street - Menasha, WI

cc: Menasha Mayor Joe Laux & Common Council
Mr. Dean Moede

WB-13 VACANT LAND OFFER TO PURCHASE

Page 1 of 5

1 **BROKER DRAFTING THIS OFFER ON** 10/24/2007 **[DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT)** **[STRIKE TWO]**
2 **[GENERAL PROVISIONS]** The Buyer, Dr. Vernon A Larsen of Riverside Building Inc.,
3 offers to purchase the Property known as [Street Address] 81 Racine St & 504 Broad St., Parcel ID# 710006200,
4 71000610 in the City of Menasha, County of Winnebago,
5 Wisconsin, (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:
6 ■ **PURCHASE PRICE:** Twenty-Nine Thousand Four Hundred Fifty
7 _____ Dollars (\$ 29,450.00).
8 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ 1,000.00
9 will be paid within 5 days of acceptance.
10 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of
12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,
13 and the following additional items: None
14 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** None
15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part
16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden
18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.
19 ■ **ZONING:** Seller represents that the Property is zoned Commercial.
20 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on
21 separate but identical copies of the Offer. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider**
22 **whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.**
23 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or
24 before November 2, 2007. **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
25 **[DELIVERY OF DOCUMENTS AND WRITTEN NOTICES]** Unless otherwise stated in this Offer, delivery of documents and written notices
26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.
27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with
28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),
29 for delivery to the Party's delivery address at lines 31 or 33.
30 Seller's recipient for delivery (optional): City of Menasha
31 Seller's delivery address: 140 Main St., Menasha, WI
32 Buyer's recipient for delivery (optional): C/O Bomier Properties, Inc.
33 Buyer's delivery address: 5553 Waterford Lane, Appleton, WI 54914
34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.
35 (3) By fax transmission of the document or written notice to the following telephone number:
36 Buyer: (920) 739-7007 Seller: (_____) _____
37 **[OCCUPANCY]** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines
38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. **Caution: Consider an agreement**
39 **which addresses responsibility for clearing the Property of personal property and debris, if applicable.**
40 **[LEASED PROPERTY]** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said
41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **[STRIKE ONE]**
42 lease(s), if any, are _____
43 **[PLACE OF CLOSING]** This transaction is to be closed at the place designated by Buyer's mortgagee or Title company
44 _____ no later than November 30, 2007 unless another date or place is agreed to in writing.
45 **[CLOSING PRORATIONS]** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,
46 property owner's association assessments, fuel and _____
47 _____. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.
48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on
49 the net general real estate taxes for the preceding year) (_____)
50 _____). **[STRIKE AND COMPLETE AS APPLICABLE]**
51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**
52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**
53 **[PROPERTY CONDITION PROVISIONS]**
54 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice
55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition
56 Report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer
57 by reference **[COMPLETE DATE OR STRIKE AS APPLICABLE]** and _____
58 _____ **[INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT]**.

59 A "condition affecting the Property or transaction" is defined as follows:

[page 2 of 5, WB-13]

- 60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
61 or the present use of the Property;
62 (b) completed or pending reassessment of the Property for property tax purposes;
63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;
65 (e) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal laws;
66 (f) conditions constituting a significant health or safety hazard for occupants of Property;
67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to
68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**
69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation
73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;
74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal
75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;
78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited to
79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or
80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
81 (o) a lack of legal vehicular access to the Property from public roads;
82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)
83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or
84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures,
86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other
87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**
88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**

89 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property for a use other than the
90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning
91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should
92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special
93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need
94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies
95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in
96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed
97 in these contingencies.

98 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections
99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection
100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original
101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation
102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,
103 which are hereby authorized.

104 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory
106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or
107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose
108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of
109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests
110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall
112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for
113 changes approved by Buyer.

114 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or
115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior
116 to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair
117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall
118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this
119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards
120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a
121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

122 ■ **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal
123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**
124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

125 ■ **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated
126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered
127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt
128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving
129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.

130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).**

131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies
132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 **PROPERTY ADDRESS:** 81 Racine St. & 504 Broad St, Menasha, WI [page 3 of 5, WB-13]

134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)

135 date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: _____

136 _____ If "Time is of the Essence"

137 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does

138 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding

140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines

141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal

142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries

143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are

144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the

145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**

147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148 ☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____

149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this

150 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,

151 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____.

152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private

153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed

154 _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing

155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted

156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain

157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

158 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

159 ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall

160 be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum

161 interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted

162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and

164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other

165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan

166 commitment at line 149. **Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall**

167 **satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER**

168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**

169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller

171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an

173 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies

174 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then

175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this

176 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall

177 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness

178 for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

180 _____

181 _____

182 _____

183 _____

184 _____

185 _____

186 _____

187 _____

188 ☐ **ADDENDA:** The attached _____ **Addendum A, Exhibit A** _____ is/are made part of this Offer.

189 **TITLE EVIDENCE** _____

190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other

191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and

192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use

193 restrictions and covenants, general taxes levied in the year of closing and _____

194 _____

195 _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title

196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 ■ **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
 199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**
 200 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**
 207 ■ **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by
 208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
 209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
 210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended
 211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does
 212 not extinguish Seller's obligations to give merchantable title to Buyer.
 213 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be
 214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**
 215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-
 216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,
 217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street
 218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).
 219 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 220 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of
 221 the Parties to this Offer and their successors in interest.
 222 **DEFAULT**
 223 Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or
 225 other legal remedies.
 226 If Buyer defaults, Seller may:
 227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return
 229 the earnest money and have the option to sue for actual damages.
 230 If Seller defaults, Buyer may:
 231 (1) sue for specific performance; or
 232 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.
 233 In addition, the Parties may seek any other remedies available in law or equity.
 234 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 235 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of
 236 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes
 237 covered by the arbitration agreement.
 238 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**
 239 **THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT**
 240 **ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR**
 241 **HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**
 242 **EARNEST MONEY**
 243 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent
 244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.
 245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**
 246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**
 247 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance
 248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest
 249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer
 251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has
 252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by
 253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the
 254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.
 255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the
 256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.
 257 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
 258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)
 259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's
 260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
 261 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.
 262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties
 263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or
 264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**
 265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**
 266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**
 267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.
271 ☐ PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of:

272 This Offer is contingent upon Buyer obtaining the following:
273 ☐ Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a qualified soils expert that the Property is free of any subsoil
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275 ☐ Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a certified soils tester or other qualified expert that indicates that
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private
277 septic system for:

278 [insert proposed use of Property; e.g., three
279 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved
280 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting
281 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

282 ☐ Copies at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense of all public and private easements, covenants and restrictions affecting the
283 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
284 the costs of the proposed use or development identified at lines 271 to 272.

285 ☐ Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance
286 of such permits, approvals and licenses at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense for the following items related to the proposed
287 development

288 ☐ Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense that the following utility connections are located as follows (e.g.,
289 on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer _____
290 _____; water _____; telephone _____; other _____

291 This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers
292 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
293 specific item included in Buyer's notice cannot be satisfied.

294 ☐ MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ a map of the Property prepared
295 by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense. The map shall identify the legal
296 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
297 if any, and:

298 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features
299 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying
300 dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost**
301 **and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially
302 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier
303 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy
304 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

305 ☐ INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at
306 Buyer's expense, of the Property and _____

307 which discloses no defects as defined below. This contingency shall be deemed satisfied
308 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's
309 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and
310 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**
311 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to
312 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect
313 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the
314 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include
315 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

316 This Offer was drafted on 10/24/2007 [date] by [Licensee and Firm] Jason G. Gallmeier Bomier Properties, Inc.

317 (X) Buyer's Signature ▲ Print Name Here: Dr. Vernon A Larsen Social Security No. or FEIN ▲ Date 10/25/07

318 (X) Buyer's Signature ▲ Print Name Here: Social Security No. or FEIN ▲ Date

319 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)

320 Broker (By)
321 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND
322 THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH
323 HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

324 (X) Seller's Signature ▲ Print Name Here: City of Menasha Social Security No. or FEIN ▲ Date

325 (X) Seller's Signature ▲ Print Name Here: Social Security No. or FEIN ▲ Date

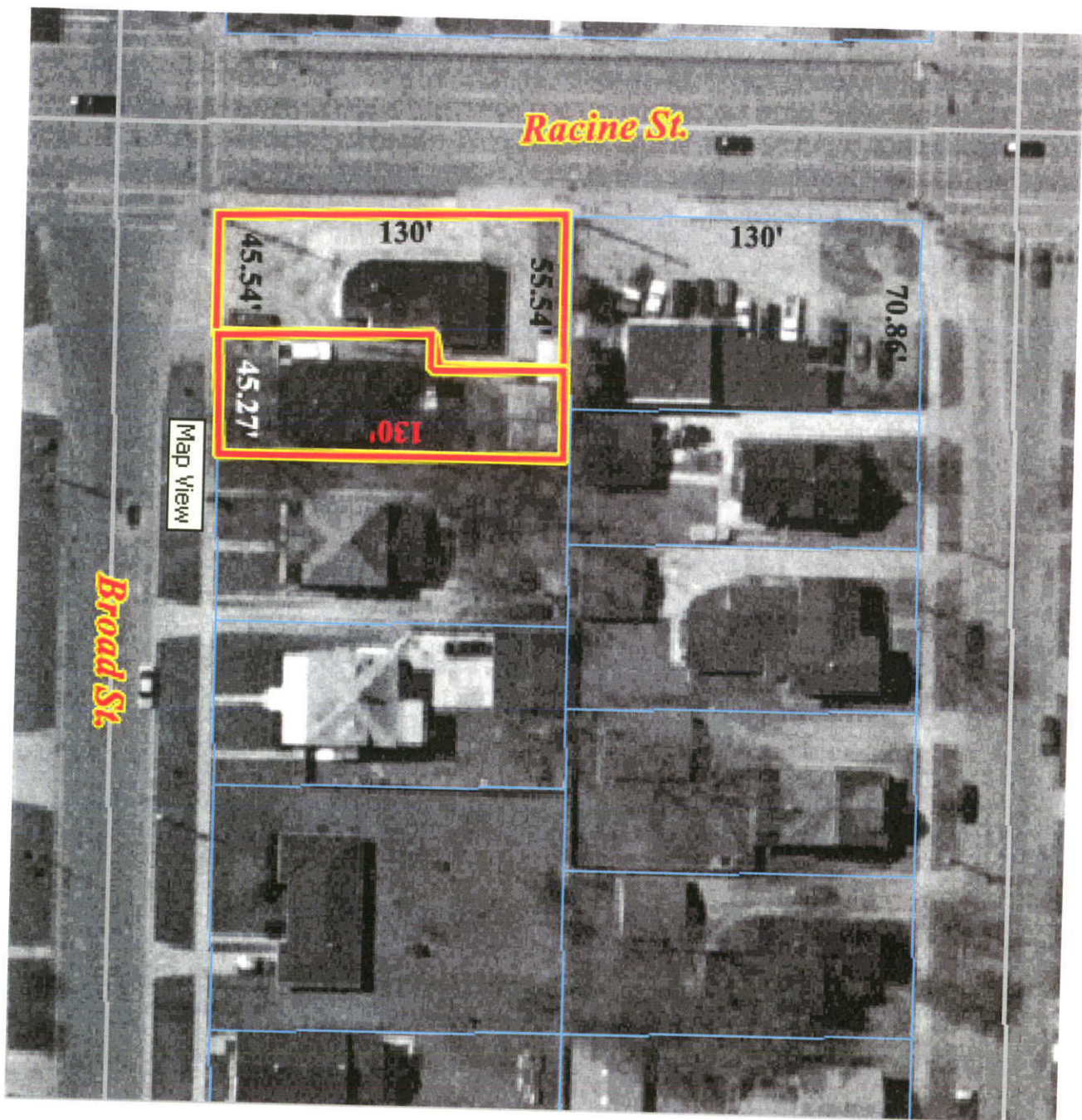
326 This Offer was presented to Seller by Jason Gallmeier on 10/25/07, at 3:30 a.m./p.m.

327 THIS OFFER IS REJECTED THIS OFFER IS COUNTERED [See attached counter]
328 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**ADDENDUM A
TO OFFER TO PURCHASE FOR
81 Racine St. & 504 Broad St.
City of Menasha
October 24, 2007**

The following terms and conditions shall be deemed to be a part of the foregoing attached Offer to Purchase dated October 24, 2007 ("Offer") by Dr. Vernon A. Larsen for the real estate described in the Offer ("Property").

1. This Offer is not subject to the sale of other property or financing; cash at closing.
2. Buyer agrees to allow seller an easement across the property for the use of a trail and landscaping to be constructed and maintained by Seller. Seller shall have the right to come on to the property after closing to construct and maintain said trail and landscaping.
3. Buyer is purchasing the property for the purpose of private parking only.
4. Seller agrees to surrender all previous environmental tests or audits results pertaining to this parcel to Buyer within 5 days after acceptance of this Offer. Seller acknowledges to Buyer that they have no knowledge of any underground storage tanks or any other contaminants that may be on the property. This Offer is subject to Buyer, at Buyer's expense, within 15 days from acceptance, conducting any environmental test or audits of any nature, which Buyer may elect to carry out on the property. If, for any reason, said tests or audits indicate any unsatisfactory condition, Buyer shall serve written notice on Seller to that effect within 21 days of acceptance; and this Offer shall become null and void, and all earnest money shall be returned to Buyer. Should Buyer fail to serve said written notice, Seller shall deem this contingency waived.
5. Buyer has relied upon its own examination, investigation and inspection of the property and the environmental conditions relating hereto, and Buyer agrees to take the same "AS IS" and "WITH ALL FAULTS" in its present condition without warranty or representation expressed or implied by the Seller or any agent, employee or representative of Seller. If, for any reason, Buyer is unsatisfied with the condition of said real estate, Buyer shall serve written notice on Seller to that effect within 15 days of acceptance; and this Offer shall become null and void, and all earnest money shall be returned to Buyer. Should buyer fail to serve written notice within 15 days of acceptance, Seller shall deem this contingency waived.
6. Buyer and Seller acknowledge facsimiles of the Offer to Purchase and/or all Attachments in the form of a fax and/or e-mail transmission signed or fully executed shall be deemed as an original document.



PHOTOMETRICS PLAN

□ (24) ENCORE FLAT LENS CANOPY FIXTURES
○ (12) ENCORE FOCAL CANOPY FIXTURES

DEPERE STREET (STH 47)

SIDEWALK

C-STORE BUILDING

LANDSCAPED AREA

SIDEWALK

SHED

DIESEL/E85 ISLAND

THIRD STREET (STH 114)

LANDSCAPED AREA

LIGHT POLE

LIGHT POLE

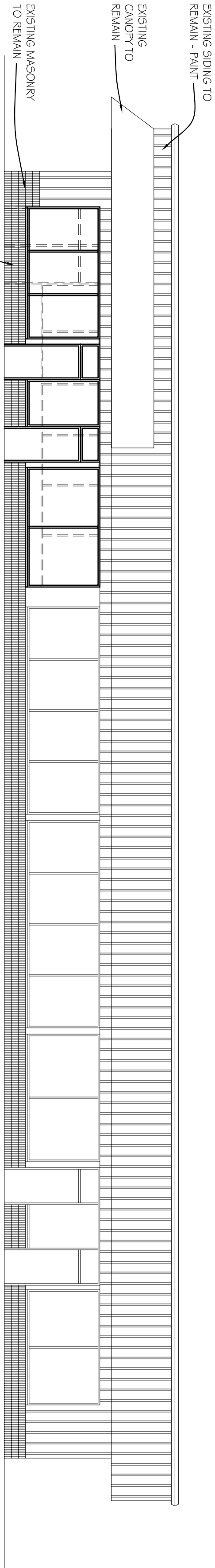
NORTH

SCALE: 1" = 40'

Express Convenience Center #16

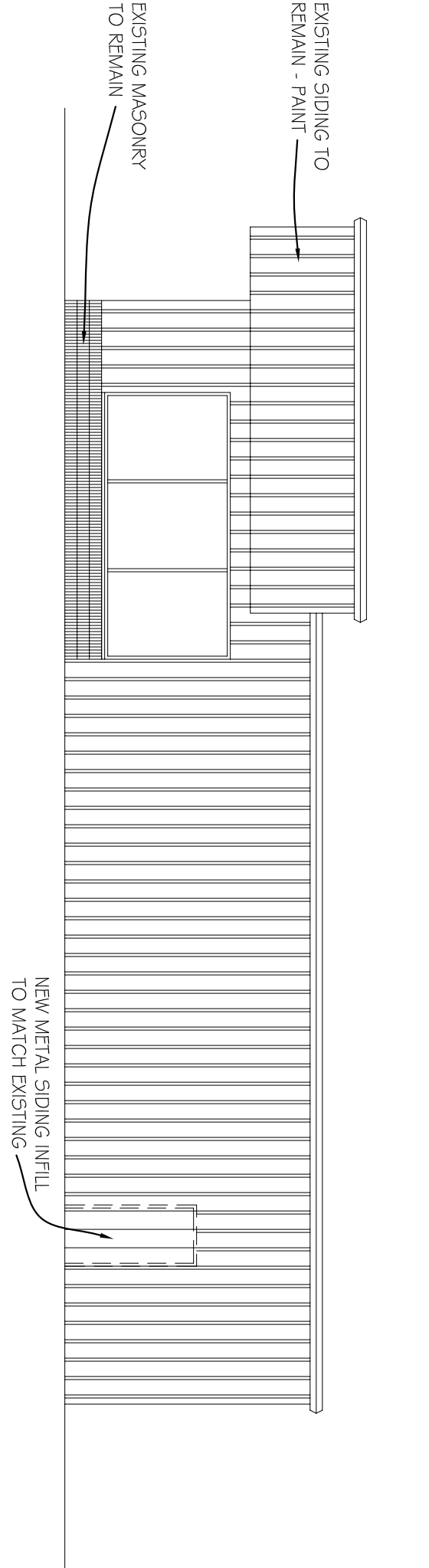
12-16-97

del of 1



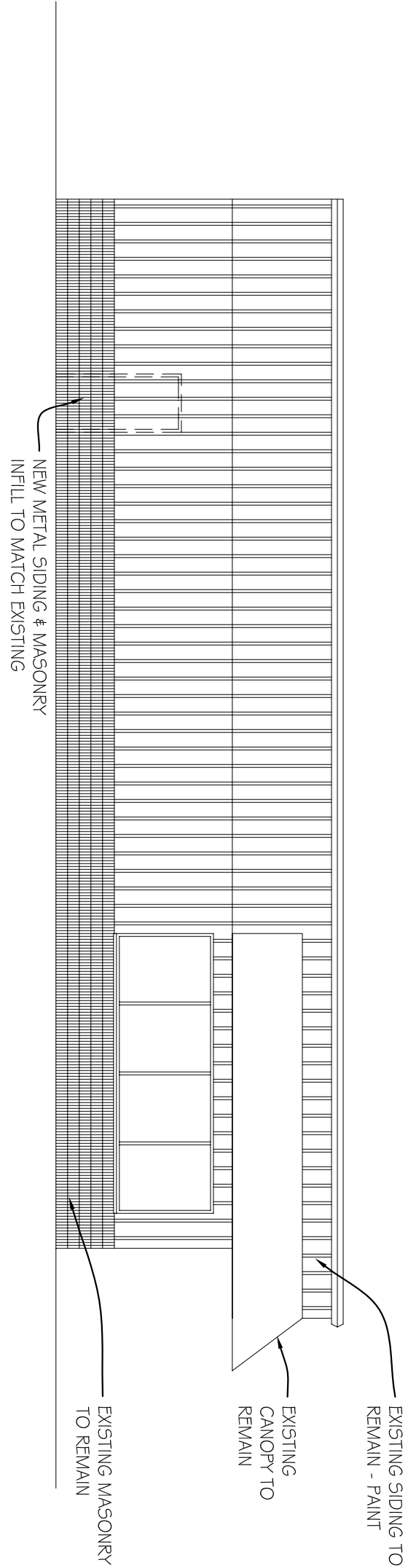
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



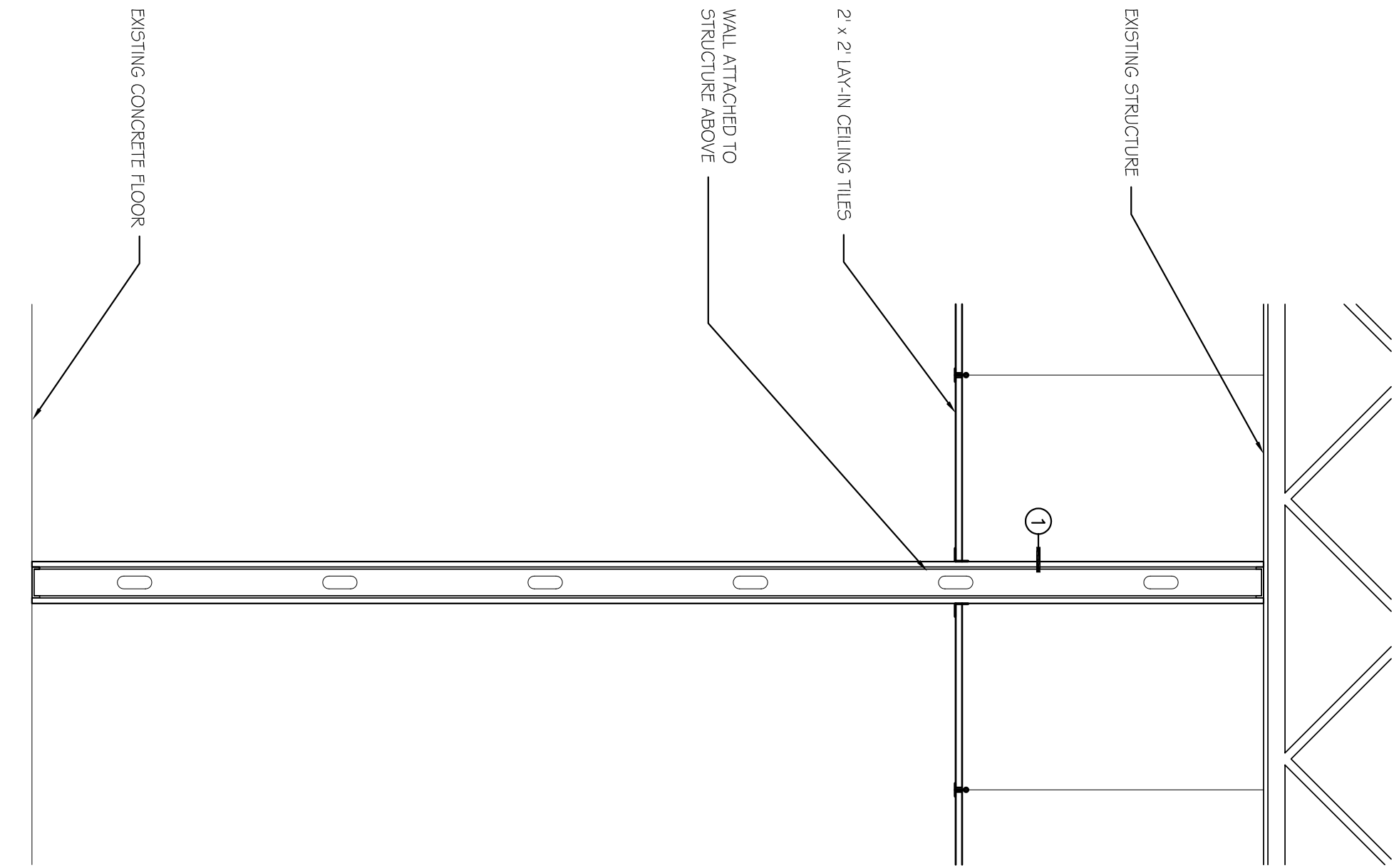
EAST ELEVATION

SCALE: 1/8" = 1'-0"



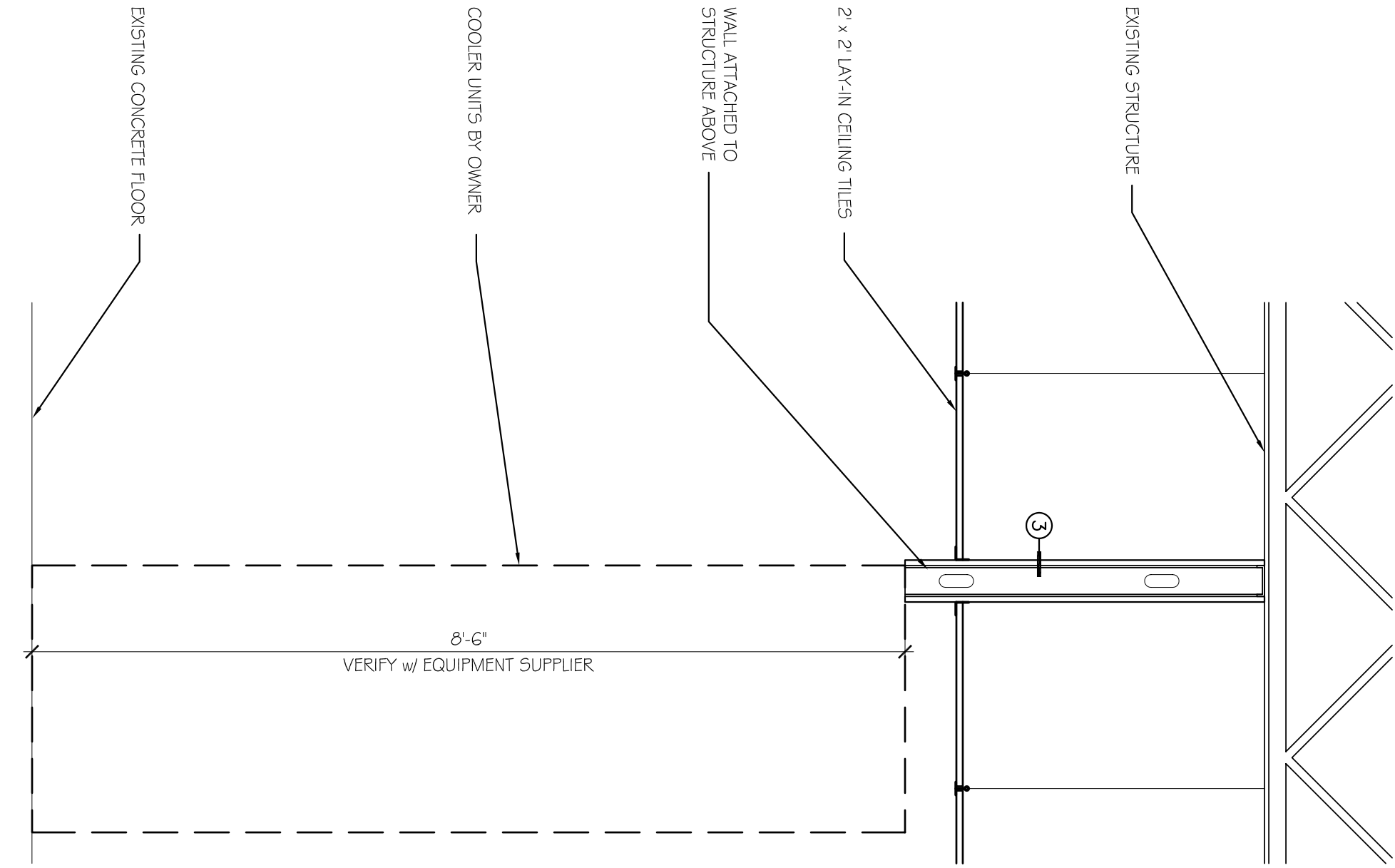
WEST ELEVATION

SCALE: 1/8" = 1'-0"



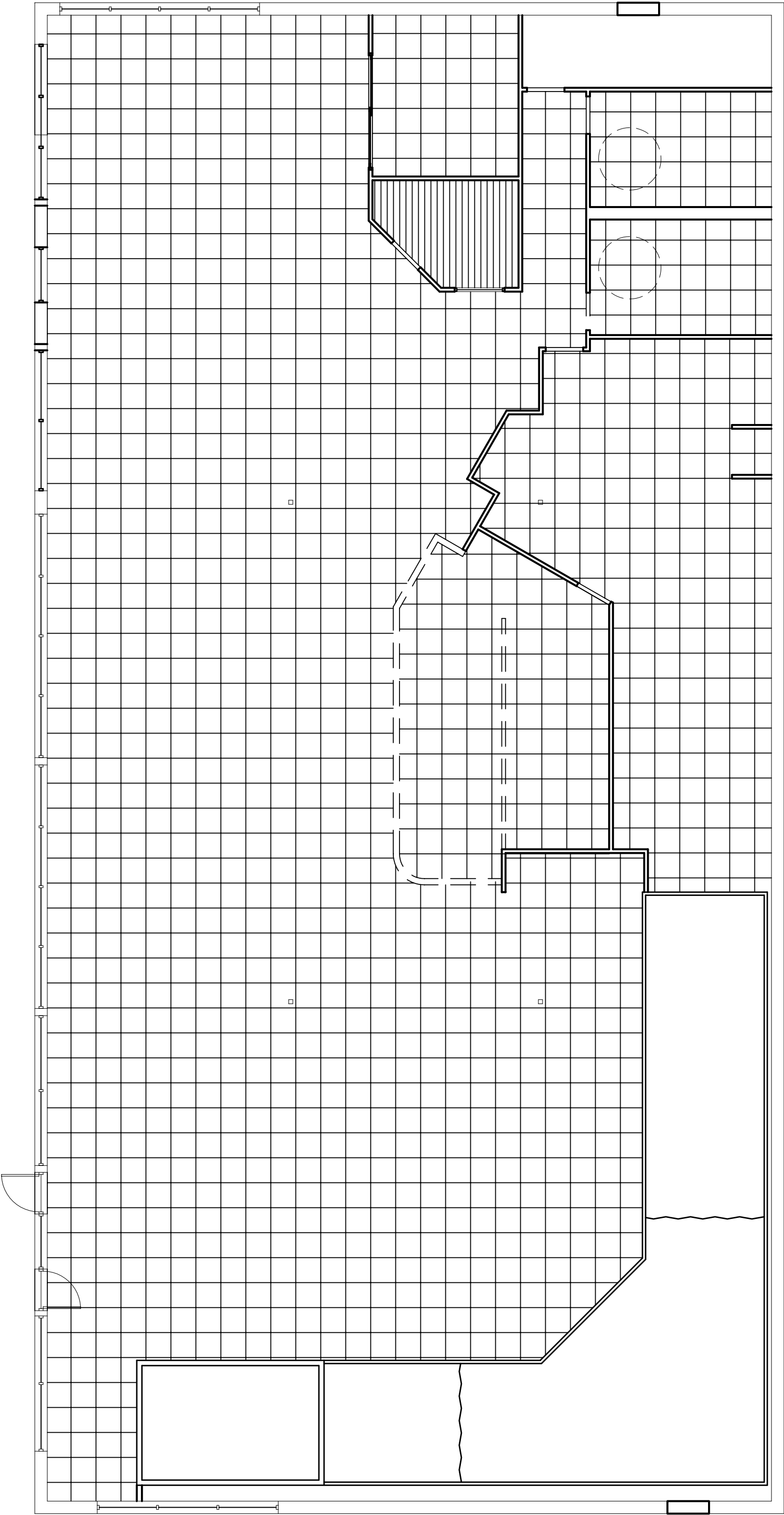
1 WALL SECTION

SCALE: 3/4" = 1'-0"



2 WALL SECTION

SCALE: 3/4" = 1'-0"



REFLECTED CEILING PLAN

SCALE: 1/8" = 1'-0"

4300 N. Richmond Street
Appleton, WI. 54913-9704
Phone: 920-739-3555
Toll Free: 800-642-6774
Fax: 920-739-3933
www.consolidated-const.com
ccconst@consolidated-const.com



PROPOSED REMODEL FOR:

Express Convenience Center

MENASHA, WISCONSIN

Issue	Date:	Revision:
*	8/18/07	City of Menasha comments
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*

Project Number: 0701096

Issue Date: 08-31-07

Drawn By: JDD

A2.1

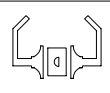
ELEMENTS

ROOM FINISH SCHEDULE										
ROOM NO.	DESCRIPTION	FLOOR	BASE	WALLS				CEILING		REMARKS
				EAST	NORTH	WEST	SOUTH	MAT'L	HEIGHT	
100	RETAIL AREA	-	-	PT*	PT*	PT*	PT*	ACT	-	*UNLESS OTHERWISE NOTED
101	CASHIER	-	-	PT	PT	PT	PT	ACT	-	-
102	OFFICE	-	-	PT	PT	PT	PT	ACT	-	-
103	BACK ROOM	-	-	FRP	FRP	FRP	FRP	GCT	-	-
104	SMOKE SHOP	-	-	CDR	CDR	CDR	CDR	CDR	-	-
105	BAIT AREA	-	-	FRP	FRP	FRP	FRP	GCT	-	-
106	MENS RESTROOM	-	-	PT-5	PT-5	PT-5	PT-5	GCT	-	-
107	WOMENS RESTROOM	-	-	PT-5	PT-5	PT-5	PT-5	GCT	-	-
108	MECHANICAL ROOM	-	-	-	-	-	-	EXP	-	-
109	COOLER	-	-	CPL	CPL	CPL	CPL	CPL	8'-6"	BY OWNER
110	WALK-IN BEER VAULT	-	-	CPL	CPL	CPL	CPL	CPL	8'-6"	BY OWNER
111	COOLER	-	-	CPL	CPL	CPL	CPL	CPL	8'-6"	BY OWNER
112	FREEZER	-	-	CPL	CPL	CPL	CPL	CPL	8'-6"	BY OWNER

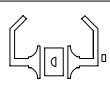
ROOM FINISH LEGEND:

- VCT = VINYL COMPOSITE TILE - 12"x12"
SC = SEALED CONCRETE FLOOR SLAB
VB6 = 6" VINYL BASE
VB = 4" VINYL BASE
PT = PAINT - (1) COAT OF PRIMER, AND (1) FINISH COAT OF LIGHT TEXTURED
PT-5 = PAINT - (1) COAT OF PRIMER, AND (1) FINISH COAT OF SMOOTH, WATER RESISTANT
CDR = CEDAR CMU = PAINTED CONCRETE BLOCK
CPL = INSULATED COOLER PANEL
FRP = FIBERGLASS REINFORCED PANEL
ACT = 24"x24"x5/8" ACOUSTICAL CEILING TILE WITH REVEALED EDGE
GCT = 24"x24"x1/2" VINYL COVERED GYPSUM BOARD CEILING TILE
EXP = EXPOSED TO STRUCTURE ABOVE
EXT = EXISTING

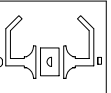
DOOR & FRAME SCHEDULE										
DOORS					FRAMES			HARDWARE/FUNCTION	REMARKS	
NO.	SIZE	ELEV.	MAT.	FINISH	ELEV.	MAT.	FINISH			
100A	RELOCATED EXISTING DR	3B	ALUM	MATCH EXISTING	EX	ALUM	MATCH EXISTING	REKEY EXISTING CYLINDER		
100B	RELOCATED EXISTING DR		ALUM	MATCH EXISTING	EX	ALUM	MATCH EXISTING	REKEY EXISTING CYLINDER		
100C	EXISTING	1B	HM	EXISTING	EX	HM	EXISTING	L6,REKEY EXISTING		
100D	EXISTING	1B	HM	EXISTING	EX	HM	EXISTING	L3,REKEY EXISTING	1	
103	3'-0"x7'-0"	1A	WD	PREFINISHED	2	HM	PAINT	L4, C, BH		
104	3'-0"x7'-0"	3A	WD	PREFINISHED	1	HM	PAINT	P, C, BH		
105	3'-0"x7'-0"	5	WD	PREFINISHED	1	HM	PAINT	C		
106	3'-0"x7'-0"	1A	WD	PREFINISHED	1	HM	PAINT	P, C, K, BH		
107	3'-0"x7'-0"	1A	WD	PREFINISHED	1	HM	PAINT	P, C, K, BH		
108	3'-0"x7'-0"	1A	BIRCH	CLEAR STAIN	1	HM	PAINT	L6, BH, K		
MATERIAL KEY				HARDWARE/FUNCTION KEY						
WD	=	SOLID CORE WOOD		L	=	LOCKSET		PB	=	TOILET STALL PUSHBUTTON & LEVER HANDLE
HW	=	HOLLOW CORE WOOD		P	=	PUSH/PULL		SC	=	STORM CHAIN & LEVER HANDLE
WP	=	SOLID WOOD PANELED		PD	=	PANIC EXIT DEVICE		HK	=	KICK DOWN HOLD OPEN
IM	=	INSULATED METAL		C	=	CLOSER		LG	=	EXTERIOR LATCH GUARD
HM	=	HOLLOW METAL		HO	=	LEVER HOLD OPEN		RM	=	ROOM
ALUM	=	ALUMINUM		W	=	WEATHER-STRIPPING		BH	=	4-1/2" BALL BEARING HINGES
S4V	=	STAINED AND VARISHED		T	=	THRESHOLD		D1	=	DEAD LOCK, KEYED OUTSIDE, LEVER INSIDE
STEEL	=	INSULATED STEEL PANELS		K	=	KICKPLATE		D2	=	DEAD LOCK, KEYED BOTH SIDES
ANOD	=	CLEAR ANODIZED		WS	=	WALL STOP		SH	=	4-1/2" STANDARD HINGES
PT	=	PAINT		FS	=	FLOOR STOP				
EX	=	EXISTING		OS	=	OVERHEAD STOP				
				HS	=	HINGE STOP				
				FB	=	FLUSH BOLTS				
				DK	=	DUMMY KNOB				
				FP	=	FINGER PULL				
				DB	=	DOOR BOTTOM				
								NOTE:	ALL LATCHED DOORS TO HAVE A.D.A. APPROVED LEVER OPERATED HARDWARE SETS	
REMARKS										
1. USE BLACK DECCO SEMI-GLOSS PAINT ON DOOR FRAMES.										
2. PANIC HARDWARE ON THIS DOOR										
3. REPLACE WEATHERSTRIPPING AND THRESHOLD IF NEEDED.										
4. DOORS TO BE SEALED AND WEATHERPROOFED										
5. DOOR SHALL HAVE KNURLING OR OTHER APPROVED SURFACE TO IDENTIFY HAZADOUS AREAS.										
6. DOOR SHALL HAVE KAWNEER LOCK CYLINDER-KEYED/THUMBTURN.										
7. REUSE EXISTING AUTO SLIDING DOOR UNIT.										
8. HOLLOW METAL DOORS AND FRAMES TO BE GALVANIZED.										



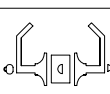
PASSAGE
Both levers always unlocked.



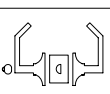
PRIVACY
Push-button locking. Can be opened from outside with small screwdriver. Turning inside lever or closing door releases button.



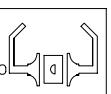
OFFICE
Push-button locking. Push-button locks outside lever until unlocked with key or by rotating inside lever.



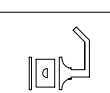
ENTRANCE
Turn/push-button locking; pushing and turning button locks outside lever requiring use of key until button is manually unlocked



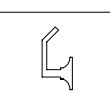
CLASSROOM
Outside lever locked and unlocked by key. Inside lever always unlocked.



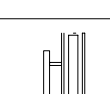
STOREROOM
Outside lever fixed. Entrance by key only. Inside lever always unlocked.




EXIT
Blank plate outside. Inside lever always unlocked.



SINGLE DUMMY TRIM
Single dummy trim for one side of door. Used for door pull or as matching inactive trim.

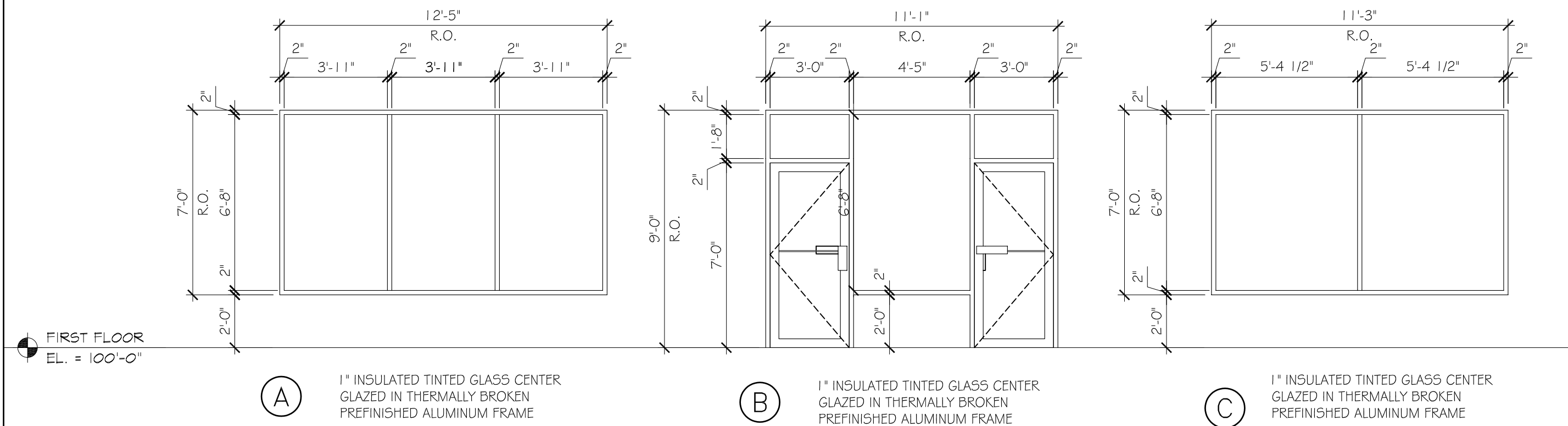


FIRE EXIT
Blank plate outside. Inside Panic Alarm Exit Lever Tied To Alarm System.



PUSH/PULL
Blank plate on push side. Lever on pull side.

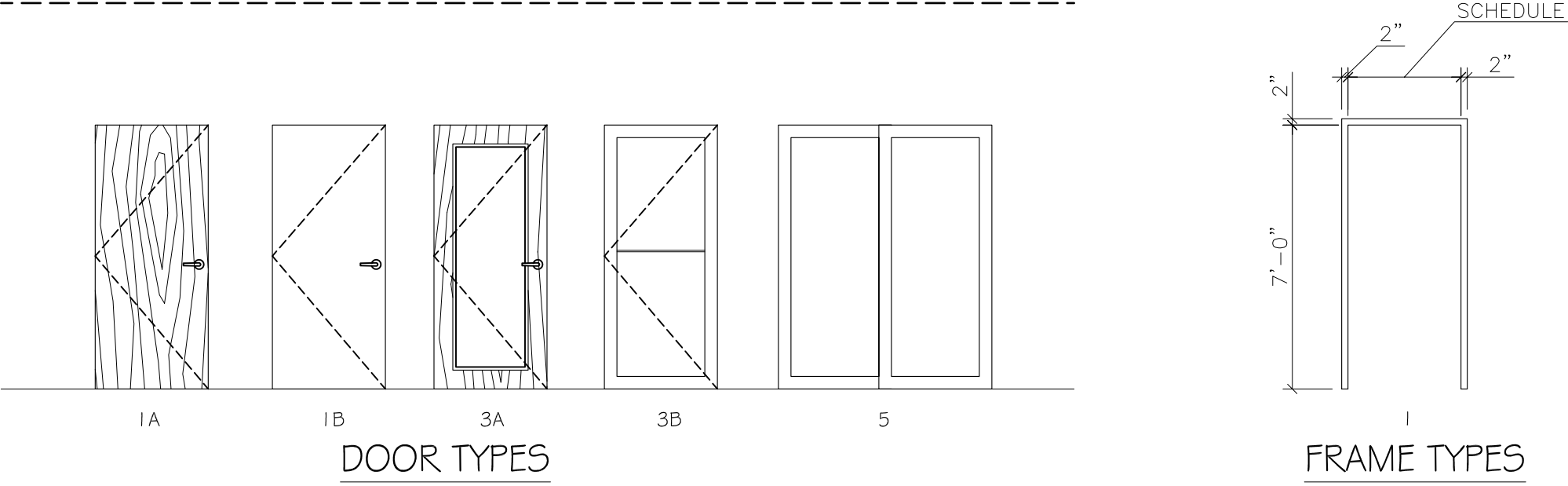
NOTES:
- ALL EXTERIOR DOORS TO HAVE WEATHERSTRIPPING AND A THRESHOLD.
- COLOR OF DOOR, FRAME AND HARDWARE TO BE DETERMINED BY OWNER.
- THE GLAZING CONTRACTOR IS REQUIRED TO PROVIDE TEMPERED GLASS WHERE REQUIRED BY CODE.



WINDOW TYPES

WINDOW NOTES:

- AS SHOWN, PROVIDE ALUMINUM GLADDING COLORED TO MATCH WINDOW FRAME OVER TREATED WOOD CORNER POST OR COLUMN COVER.
- PROVIDE SEALANT AROUND ENTIRE PERIMETER OF WINDOW FRAME AT INTERIOR AND EXTERIOR.
- PROVIDE SAFETY GLASS AS REQUIRED BY CODE.



DOOR INSTALLATION NOTES:

- INTERIOR DOOR FRAMES SHALL BE CENTERED ON THE TOTAL WALL THICKNESS, TYPICAL UNLESS NOTED.
- EXTERIOR DOOR FRAMES SHALL BE LOCATED 1" FROM THE EXTERIOR FACE OF BUILDING, TYPICAL UNLESS NOTED.
- FRAMES SHALL BE RIGIDLY ATTACHED TO WALL STUDS, MASONRY, OR METAL BUILDING FRAMES WITH ANCHORS OF MANUFACTURERS DESIGN.
- PROVIDE SEALANT ALL AROUND, BOTH SIDES, OF ALL EXTERIOR HOLLOW METAL AND ALUMINUM DOOR FRAMES.
- FILL HOLLOW METAL DOOR FRAMES SOLID WITH GROUT AT MASONRY AND FIRE RATED CONSTRUCTION AND AS NOTED.
- SEE FLOOR PLAN FOR WALL TYPES AND CONSTRUCTION. SEE DOOR AND FRAME SCHEDULE ON THIS SHEET FOR LINTEL SIZES.
- GROUT CORES OF C.M.U. SOLID FULL HEIGHT AT LINTEL BEARING POINTS. C.M.U. LINTEL BLOCKS SHALL BE FILLED WITH CONCRETE AND REINFORCED AS FOLLOWS:
4", 6" AND 8" C.M.U. - (1) #5 CONTINUOUS
10" AND 12" C.M.U. - (2) #5 CONTINUOUS



4300 N. Richmond Street
Appleton, WI 54913-9704
Phone: 920-739-3555
Toll Free: 800-642-6774
Fax: 920-739-3893
www.consolidatedconstruction.com
ccorp@consolidated-conn.com

Express Convenience Center

PROPOSED REMODEL FOR:

REVISION:

NO.	DATE	DESCRIPTION
1	08-31-07	ISSUE

Project Number: 0701096

Issue Date: 08-31-07

Drawn By: JDD

A1.2

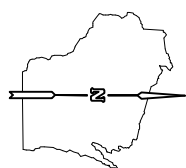
Issue #

SCHEDULES

TITLE SHEET

BM² - LAG BOLT IN POWER POLE 86-21693. LOCATED ON THE NORTH SIDE OF THIRD STREET 250± EAST OF DE PERE STREET.
ELEV. = 762.08 (CITY DATUM)

CITY DATUM - 0.87 = NGVD29



SCALE IN FEET

0' 10' 20' 40'

Date:	Description:
09/04/07	City Site Plan Review
10/01/07	City of Menasha Comments

SCHULER & ASSOCIATES, INC.
LAND SURVEYORS & ENGINEERS
2711 N. MASON STREET, Suite F
APPLETON, WI 54914-2126
(920) 734-9107

Express Convenience Center

Menasha, Wisconsin



4300 N. Richmond Street
Appleton, WI. 54913-9704
Phone: 920-739-3555
Toll Free: 800-642-6774
Fax: 920-739-3933
www.consolidated-const.com
cccinc@consolidated-const.com

BENCHMARKS CITY OF MENASHA DATUM

BM¹ - 1/4" BOLT IN POWER POLE 86-21694, LOCATED AT THE NORTHWEST CORNER OF DE PERE STREET AND THIRD STREET
ELEV. = 762.51 (CITY DATUM)

BM² - 1/4" BOLT IN POWER POLE 86-21693, LOCATED ON THE NORTH SIDE OF THIRD STREET 250' EAST OF DE PERE STREET.
ELEV. = 762.08 (CITY DATUM)

DATUM CONVERSION

CITY DATUM - 0.87' = NGVD29

DESCRIPTION: LOT 3, SUBDIVISION OF LOTS 14, 15, AND 16, BLOCK 55 AND THE SOUTH 130 FEET OF LOTS 4 AND 5, SUBDIVISION OF LOT 17 OF BLOCK 55, ALL IN THE CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN.
PARCEL ID NO.: 740011000

ZONING: C-1 GENERAL

LOT AREA: 35,858 SQ FT

EXISTING OPEN SPACE: 1,566 SQ FT (4.3%)

PROPOSED TOTAL OPEN SPACE: 3,569 SQ FT (10.0%)

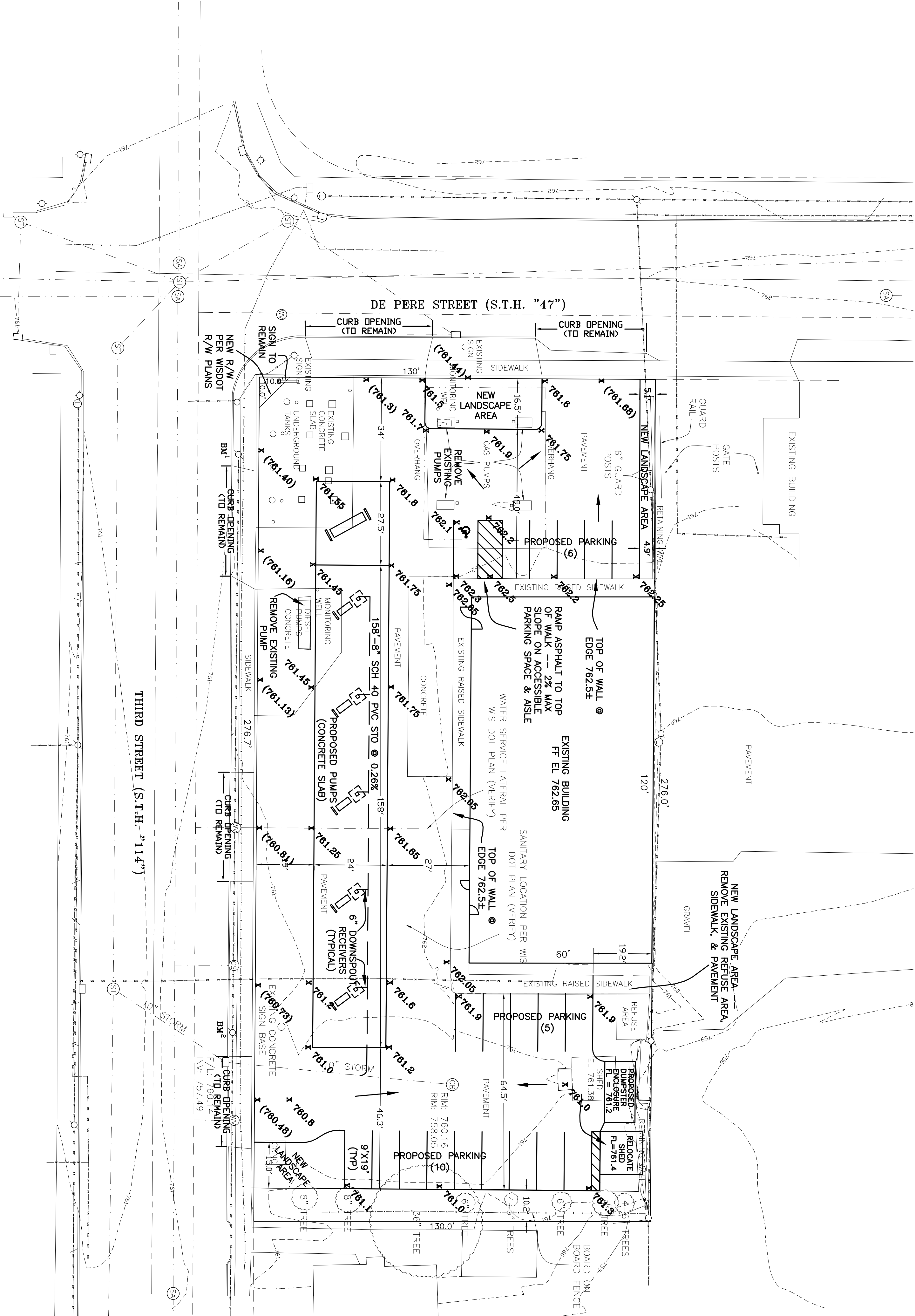
PROPOSED DISTURBED AREA: 0.5 AC

LEGEND

- 51 = STORM MANHOLE
- 52 = SANITARY MANHOLE
- 53 = WATER VALVE
- 54 = CATCH BASIN
- 55 OR 56 = POWER POLE
- 57 = STOP LIGHT
- 58 = STREET LIGHT
- 59 = WATER MAIN
- 60 = STORM
- 61 = SANITARY
- 62 = UNDERGROUND ELECTRIC
- 63 = UNDERGROUND AT&T FIBER OPTIC
- 64 = OVER HEAD POWER LINES
- 65 = PROPOSED ELEVATION
- 66 = PROPOSED DIRECTION OF DRAINAGE
- 67 x (760.8) = ELEVATIONS DERIVED FROM PRELIMINARY STH "114" RECONSTRUCTION PLANS (CONVERTED TO CITY DATUM). THESE ELEVATIONS MUST BE VERIFIED WITH FINAL WISDOT PLANS PRIOR TO SITE CONSTRUCTION.

NOTE:

THE LOCATION OF UNDERGROUND UTILITIES INCLUDING NATURAL GAS, CABLE TELEVISION, ELECTRIC AND TELEPHONE ARE BASED ON MARKINGS PLACED BY "DIGGERS HOTLINE" REPRESENTATIVES IN ACCORDANCE WITH OUR REQUEST ASSIGNED TICKET NUMBER 2007-30-02203 WHICH WAS LOCATED BY SCHULER & ASSOCIATES, INC. SHORTLY AFTER THE GIVEN START TIMES BY "DIGGERS HOTLINE" IN JULY OF 2007.



PROPOSED REMODEL FOR:

Express Convenience Center

Menasha, Wisconsin



4300 N. Richmond Street
Appleton, WI. 54913-9704
Phone: 920-739-3555
Toll Free: 800-642-6774
Fax: 920-739-3933
www.consolidated3-const.com
ccinc@consolidated3-const.com

SCHULER & ASSOCIATES, INC.
LAND SURVEYORS & ENGINEERS
2711 N. MASON STREET, Suite F
APPLETON, WI 54914-2126
(920) 734-9107

Date:	Description:
09/04/07	City Site Plan Review
10/01/07	City of Menasha Comments

Project Number: 0706013

Drawn By: KJK

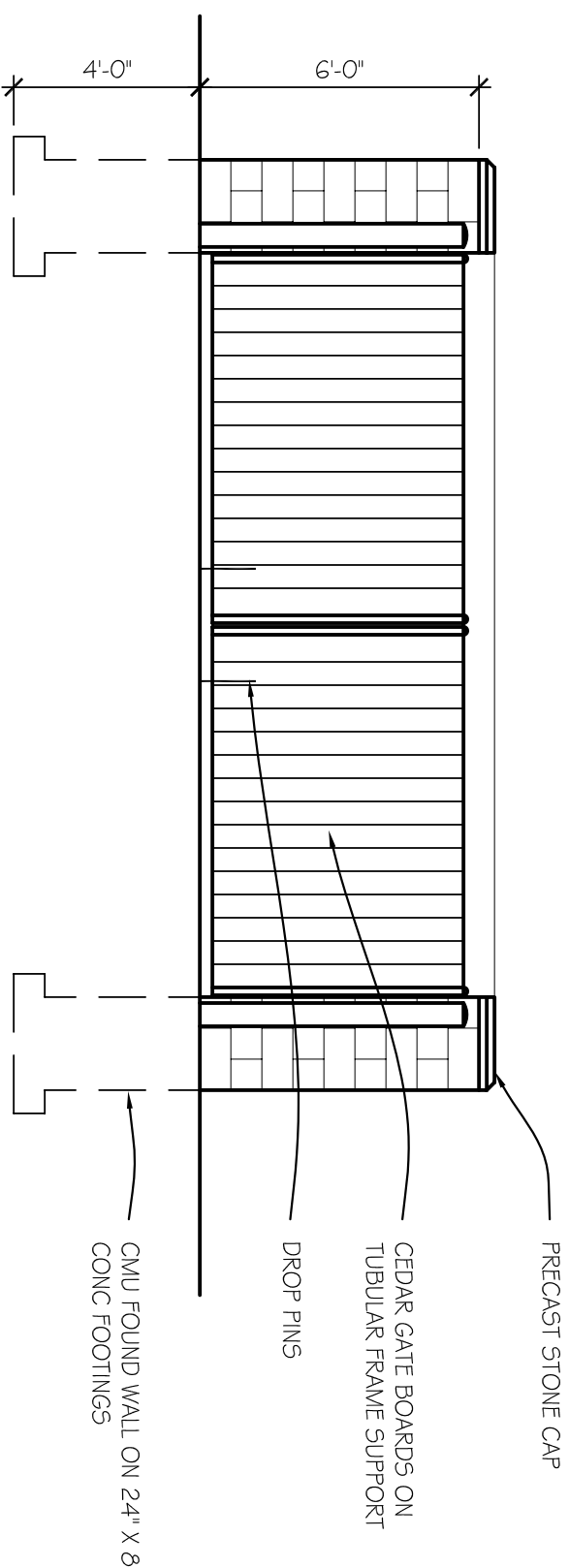
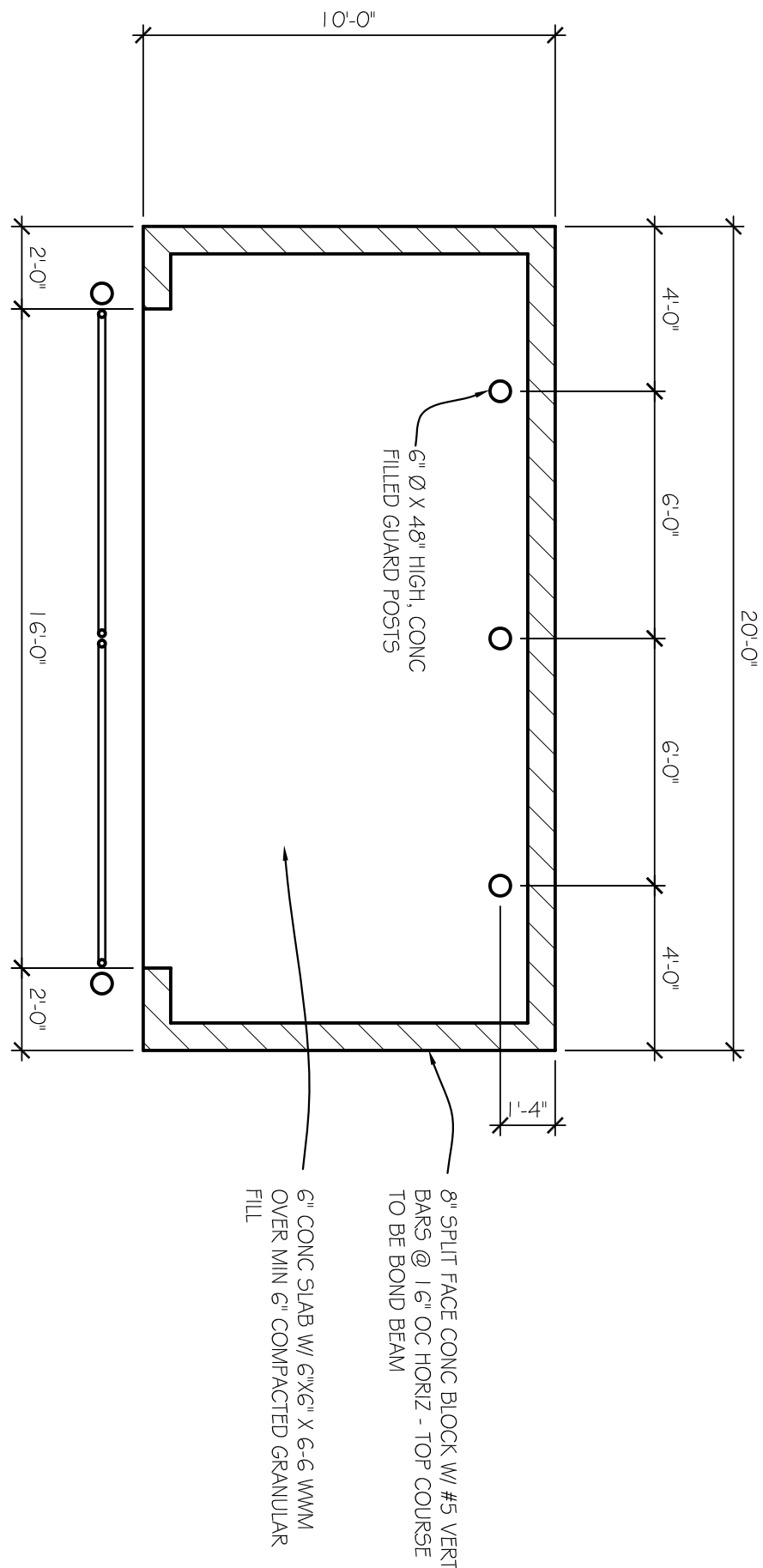
Issue Date: 09/04/07

Issue # A

C1.2

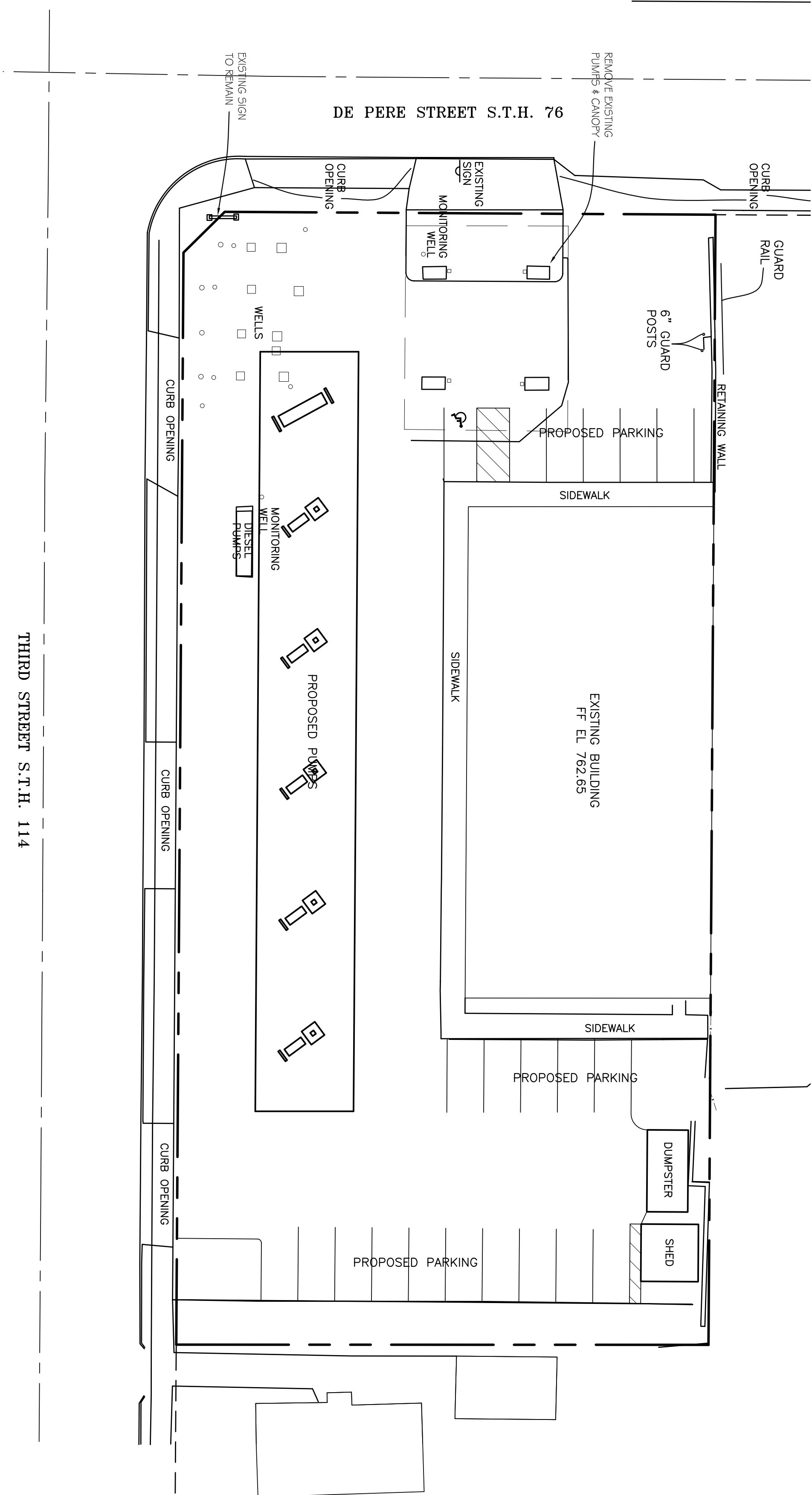
Site & Drainage Plan

SCHULER & ASSOCIATES PROJECT NO. 3736

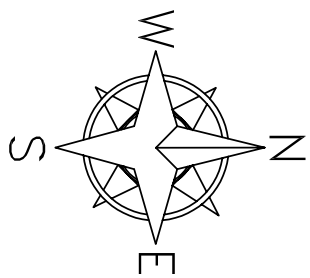


DUMPSTER ENCLOSURE

SCALE: 1/4" = 1'-0"



SITE PLAN



SCALE: 1" = 20'-0"

PROPOSED REMODEL FOR:

Express Convenience Center

MENASHA, WISCONSIN



4300 N. Richmond Street
Appleton, WI. 54913-9704
Phone: 920-739-3555
Toll Free: 800-642-6774
Fax: 920-739-3933
www.consolidated-const.com
ccclnc@consolidated-const.com

Issue	Date:	Revision:
*	8/18/07	City of Menasha comments
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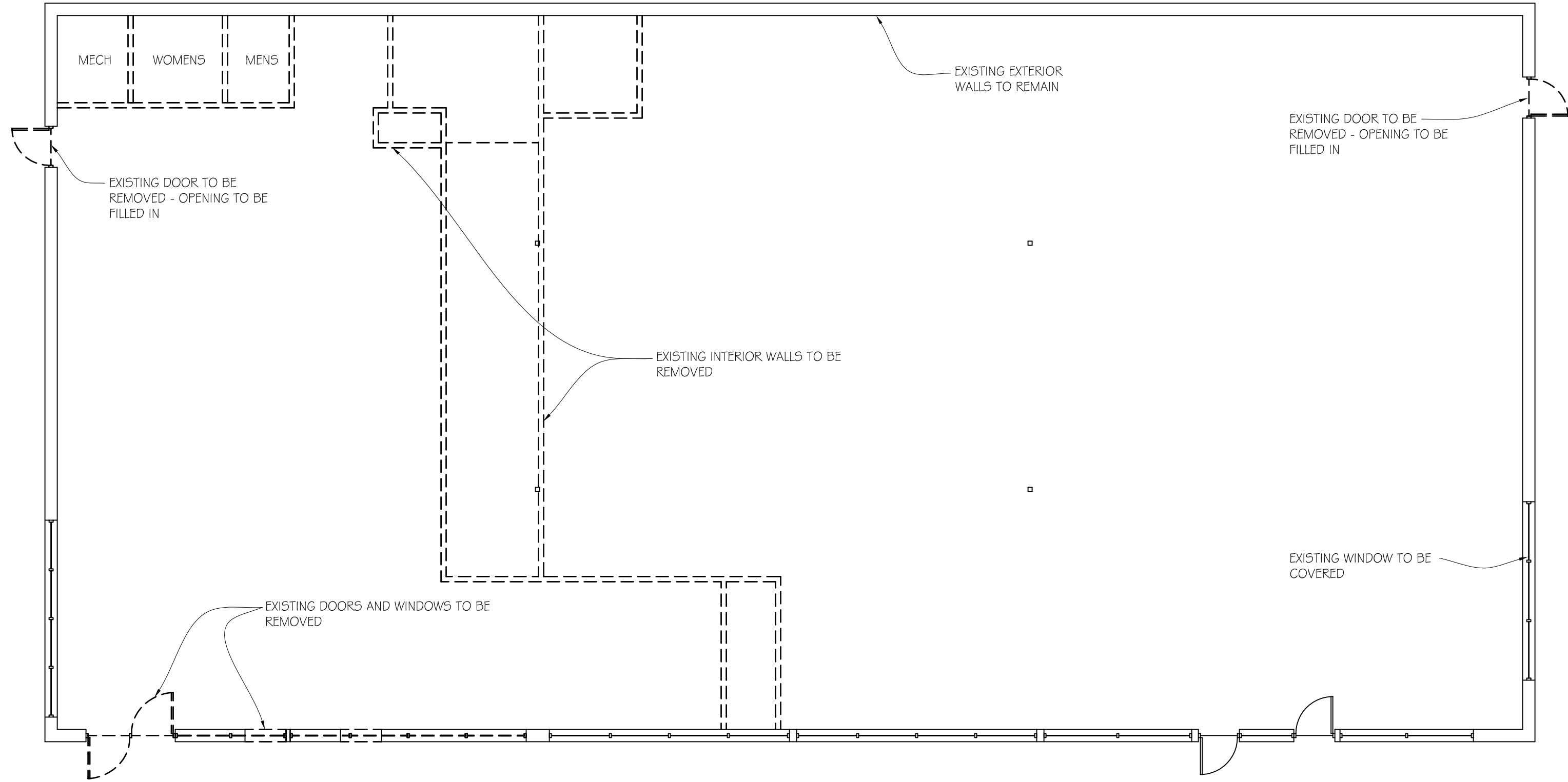
Project Number: 0701096

Issue Date: 08-31-07

Drawn By: JDD

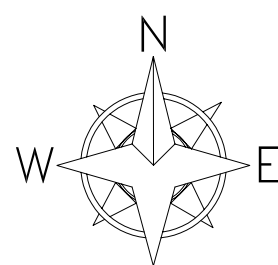
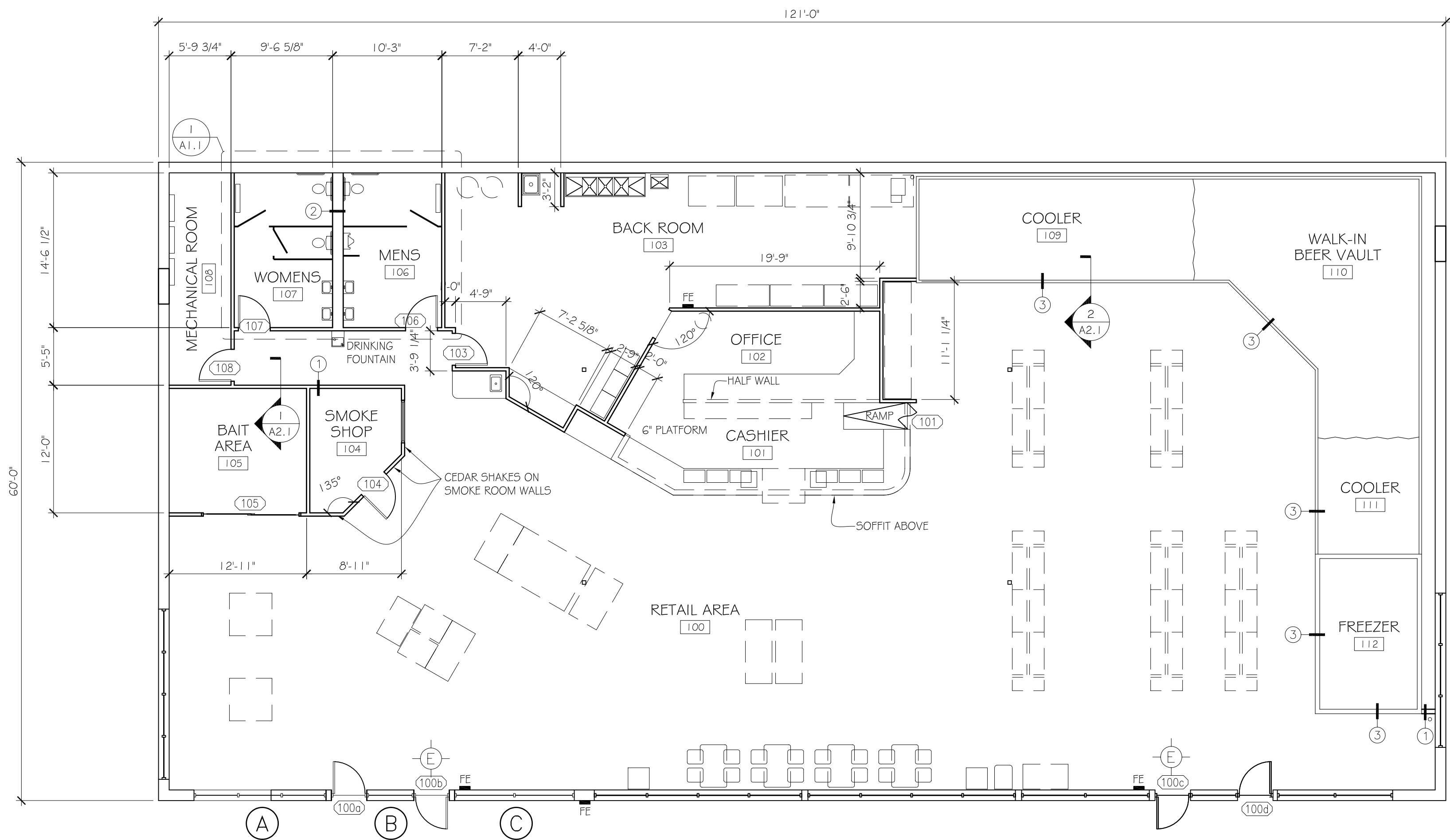
C1.1

SITE PLAN



DEMOLITION PLAN

SCALE: 1/8" = 1'-0"



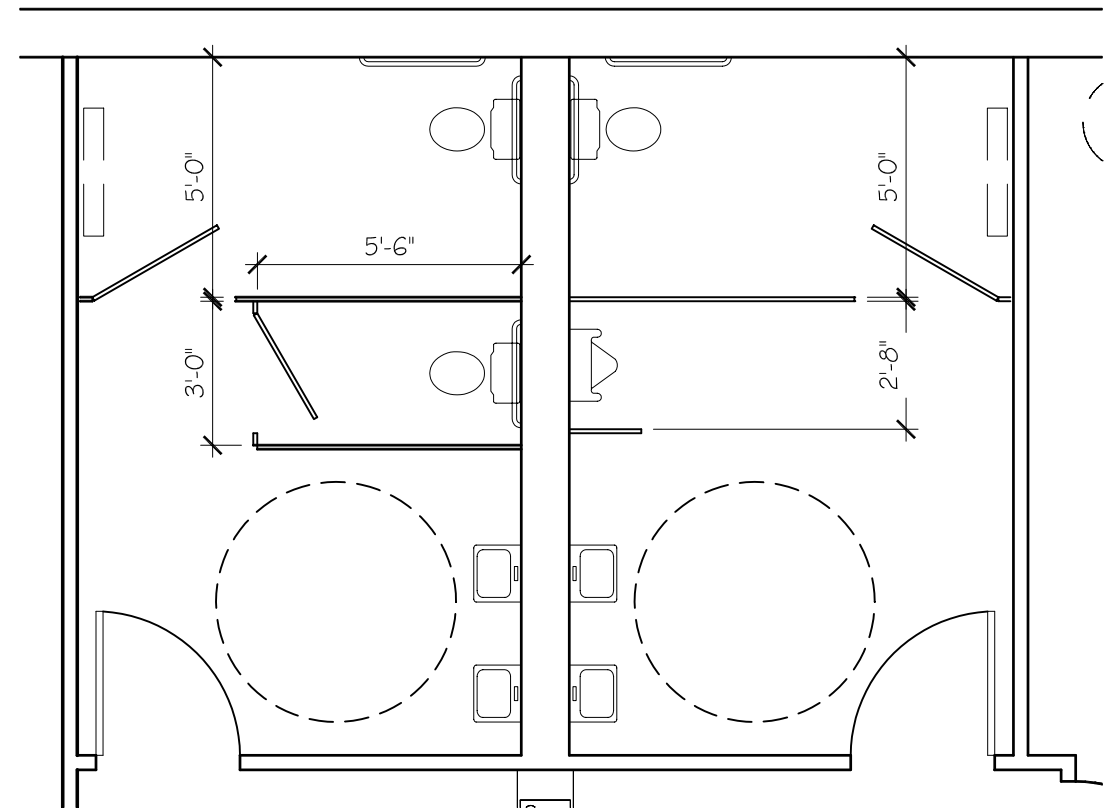
FLOOR PLAN

SCALE: 1/8" = 1'-0"

FLOOR PLAN NOTES:

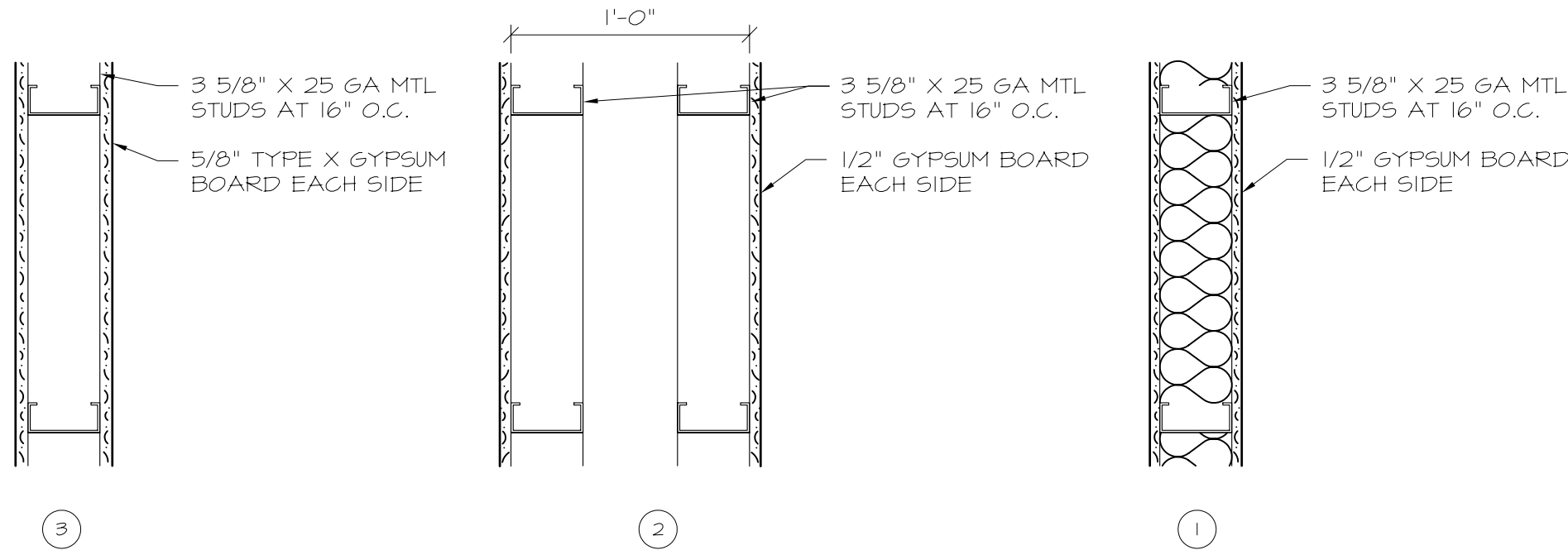
- INTERIOR PARTITION WALLS TO BE CONSTRUCTED W/ 3 5/8" X 25 GA. METAL STUDS @ 16" O.C. W/ 5/8" GYP. BOARD TO ABOVE CEILING - UNLESS OTHERWISE NOTED.
-RESTROOM WALLS TO BE FULL HEIGHT W/ MOISTURE RESISTANT GYP. BOARD
-SEE ROOM FINISH SCHEDULE FOR WALL COVERING.

S



RESTROOM PLAN

SCALE: 1/4" = 1'-0"



WALL TYPES

SCALE: 1 1/2" = 1'-0"

PROPOSED REMODEL FOR:

Express Convenience Center

MENASHA, WISCONSIN

Revision:

Date:

Issue

Project Number: 0701096

Issue Date: 08-31-07

Drawn By:

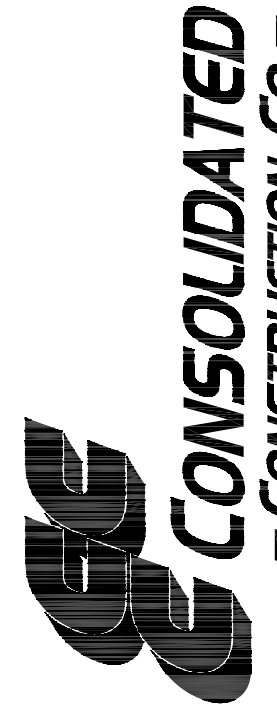
JDD

A1.1

Issue #

FLOOR PLAN

4300 N. Richmond Street
Appleton, WI 54913-9704
Phone: 920-739-3555
Toll Free: 800-642-6774
Fax: 920-739-3833
www.consolidated-construction.com
cons@consolidated-con.com





Memorandum

TO: Administration Committee/Common Council
FROM: Greg Keil, CDD; Jessica Beckendorf, AP
DATE: October 31, 2007
RE: Proposed ordinance amendments relating to building material requirements

At the October 30, 2007 Plan Commission meeting, the Plan Commission recommended approval of amendments to several ordinances which relate to building material requirements. The purpose of this change was to clarify façade requirements for buildings which were constructed prior to the effective date of our existing ordinance. Below is an outline of existing requirements and proposed changes:

Existing Requirements. The City's existing ordinance speaks to requirements for new construction and additions/expansions (minimum of 75% brick or natural stone for new construction, with some flexibility for additions/expansions), but is not clear regarding façade alterations.

Proposed Changes.

1. *Site Plans Required (13-1-12(b)).* Site Plan review would be required for any proposed alteration of more than 15% of the exterior wall area of a structure within a two-year period. Exterior wall area includes windows, doors, siding or other exterior wall covering. Painting or staining of the building exterior or the replacement of doors or windows within the original openings will not be subject to site plan review. This will allow for other upgrades to be completed on the property (such as landscaping, dumpster enclosures, transitional areas, etc).
2. *Additions.* The only change to this section is that the criterion for the allowance of alternative materials is limited to the compatibility with the building materials and architecture of the existing structure.
3. *Exterior Alterations.* This is a new section which requires that any exterior alteration (on buildings constructed prior to January 1, 2000) affecting more than 15% of the exterior wall area of the structure be subject to the following criteria:
 - a. The new or replacement materials must meet or exceed the generally accepted standard for the use or application of such materials on commercial buildings.
 - b. The new or replacement materials shall be of the same type as used in the original construction, except that the Plan Commission may require the use of other durable, high quality materials if it determines that the original materials are no longer commercially available or have less than a 30-year durability rating. The durability will be determined based on the manufacturer's guarantee.
 - c. The Plan Commission may require the use of one or more of the following (to break up long expanses of walls, provide relief, etc.): Secondary building material; Secondary color(s); Varying textures; Architectural embellishments, and; Façade modulation (stepping back or extending forward a portion of the façade).
4. *Other Changes.* For ease of administration, sections of the C-1, C-2, C-3, C-4, R-2A, R-3, and R-4 ordinances were changed to reference 13-1-12(b) for information on when a site plan is required.



City of Menasha • Office of the City Attorney
Jeffrey S. Brandt, City Attorney

MEMO

TO: Common Council
Mayor Laux

FROM: Jeff Brandt JSB

SUBJECT: Fox River Environmental Group

DATE: 11/1/07

It is requested that you approve the forwarding of an additional \$3000 from the sewer fund, account number 312015410301212 to add to the previously authorized \$12,000 to refund our trust account at Davis & Kuelthau. Our original allotment was \$12,000 but that was increased to \$15,000 when the Heart of the Valley dropped out of the group. The total of \$15,000 is equal to that of Neenah. The work performed to date by Walter Kuhlman, Rick Delacensarie and now William Mulligan has been extremely beneficial in advancing the cleanup of PCBs in the Fox River, as well as minimizing our risk that State and federal agencies will pursue the Neenah-Menasha Sewerage Commission for contribution.

Please contact me if you have any questions.

Page 1 of 5

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59 A "condition affecting the Property or transaction" is defined as follows:

- 60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
 61 or the present use of the Property;
 62 (b) completed or pending reassessment of the Property for property tax purposes;
 63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
 64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;
 65 (e) any portion of the Property being in a 100 year floodplain, a wetland or shoreline zoning area under local, state or federal laws;
 66 (f) conditions constituting a significant health or safety hazard for occupants of Property;
 67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to
 68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**
 69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
 70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
 71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
 72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation
 73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;
 74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal
 75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
 76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
 77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;
 78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited
 79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or
 80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
 81 (o) a lack of legal vehicular access to the Property from public roads;
 82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)
 83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or
 84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures,
 86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other
 87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**
 88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**

89 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property for a use other than the
 90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning
 91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should
 92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special
 93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need
 94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies
 95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in
 96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed
 97 in these contingencies.

98 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections
 99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection
 100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original
 101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation
 102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,
 103 which are hereby authorized.

104 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
 105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory
 106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or
 107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose
 108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of
 109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests
 110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall
 112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for
 113 changes approved by Buyer.

114 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or
 115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior
 116 to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair
 117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall
 118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this
 119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards
 120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a
 121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

122 ■ **FENCES** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal
 123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**
 124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

125 ■ **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated
 126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered
 127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt
 128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving
 129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.

130 The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).
 131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies
 132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 PROPERTY ADDRESS: 81 Racine St. & 504 Broad St, Menasha, WI [page 3 of 5, WB-13]

134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)

135 date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: -----

136 ----- If "Time is of the Essence" applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does

137 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

138 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding

139 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines

140 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal

141 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries

142 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are

143 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the

144 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

145 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**

146 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

147 ☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a

148 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this

149 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,

150 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____.

151 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private

152 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed

153 _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing

154 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted

155 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain

156 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

157 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

158 ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall

159 be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum

160 interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted

161 to reflect interest changes.

162 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and

163 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other

164 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan

165 commitment at line 149. **Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall**

166 **satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER**

167 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**

168 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

169 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller

170 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

171 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an

172 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies

173 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer Seller shall then

174 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this

175 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall

176 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness

177 for Seller financing.

178 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

179 _____

180 _____

181 _____

182 _____

183 _____

184 _____

185 ☐ **ADDENDA:** The attached _____ **Addendum A, Exhibit A** _____ is/are made part of this Offer.

186 **TITLE EVIDENCE**

187 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other

188 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and

189 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use

190 restrictions and covenants, general taxes levied in the year of closing and -----

191 ----- (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title

192 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 ■ **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
 199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**
 200 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**
 207 ■ **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by
 208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
 209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
 210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended
 211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does
 212 not extinguish Seller's obligations to give merchantable title to Buyer.
 213 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be
 214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**
 215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-
 216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,
 217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street
 218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).
 219 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 220 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of
 221 the Parties to this Offer and their successors in interest.
 222 **DEFAULT**
 223 Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or
 225 other legal remedies.
 226 If Buyer defaults, Seller may:
 227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return
 229 the earnest money and have the option to sue for actual damages.
 230 If Seller defaults, Buyer may:
 231 (1) sue for specific performance; or
 232 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.
 233 In addition, the Parties may seek any other remedies available in law or equity.
 234 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 235 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of
 236 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes
 237 covered by the arbitration agreement.
 238 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**
 239 **THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT**
 240 **ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR**
 241 **HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**
 242 **EARNEST MONEY**
 243 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent
 244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.
 245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**
 246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**
 247 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance
 248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest
 249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer
 251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has
 252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by
 253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the
 254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.
 255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the
 256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.
 257 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
 258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)
 259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's
 260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
 261 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.
 262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties
 263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or
 264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**
 265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**
 266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**
 267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

269 **OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF**
 270 **MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.**

271 ☒ **PROPOSED USE CONTINGENCY:** Buyer is purchasing the property for the purpose of: _____
 272 _____ This Offer is contingent upon Buyer obtaining the following:

273 ☐ Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a qualified soils expert that the Property is free of any subsoil
 274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275 ☐ Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a certified soils tester or other qualified expert that indicates that
 276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private
 277 septic system for: _____ [insert proposed use of Property; e.g., three

278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved
 279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting
 280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281 ☐ Copies at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense of all public and private easements, covenants and restrictions affecting the
 282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
 283 the costs of the proposed use or development identified at lines 271 to 272.

284 ☐ Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance
 285 of such permits, approvals and licenses at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense for the following items related to the proposed
 286 development _____

287 ☐ Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense that the following utility connections are located as follows (e.g.,
 288 on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer
 289 _____; water _____; telephone _____; other _____

290 This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers
 291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
 292 specific item included in Buyer's notice cannot be satisfied.

293 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ a map of the Property prepared
 294 by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense. The map shall identify the legal
 295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
 296 if any, and: _____

297 _____ ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features
 298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying
 299 dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost**
 300 **and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially
 301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier
 302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy
 303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304 ☐ **INSPECTION CONTINGENCY:** This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at
 305 Buyer's expense, of the Property and _____

306 _____ which discloses no defects as defined below. This contingency shall be deemed satisfied
 307 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's
 308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and
 309 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**
 310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to
 311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect
 312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the
 313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include
 314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on 10/24/2007 [date] by [Licensee and Firm] Jason G. Gallmeier Bomier Properties, Inc.

316 (X) _____
 317 Buyer's Signature ▲ Print Name Here: Dr. Vernon A Larsen Social Security No. or FEIN ▲ Date ▲ 10/25/07

318 (X) _____
 319 Buyer's Signature ▲ Print Name Here: _____ Social Security No. or FEIN ▲ Date ▲

320 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)

321 _____ Broker (By)
 322 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND**
 323 **THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH**
 324 **HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

325 (X) _____
 326 Seller's Signature ▲ Print Name Here: City of Menasha Social Security No. or FEIN ▲ Date ▲

327 (X) _____
 328 Seller's Signature ▲ Print Name Here: _____ Social Security No. or FEIN ▲ Date ▲

329 This Offer was presented to Seller by Jason Gallmeier on 10/25/07, at 3:30 a.m./p.m.

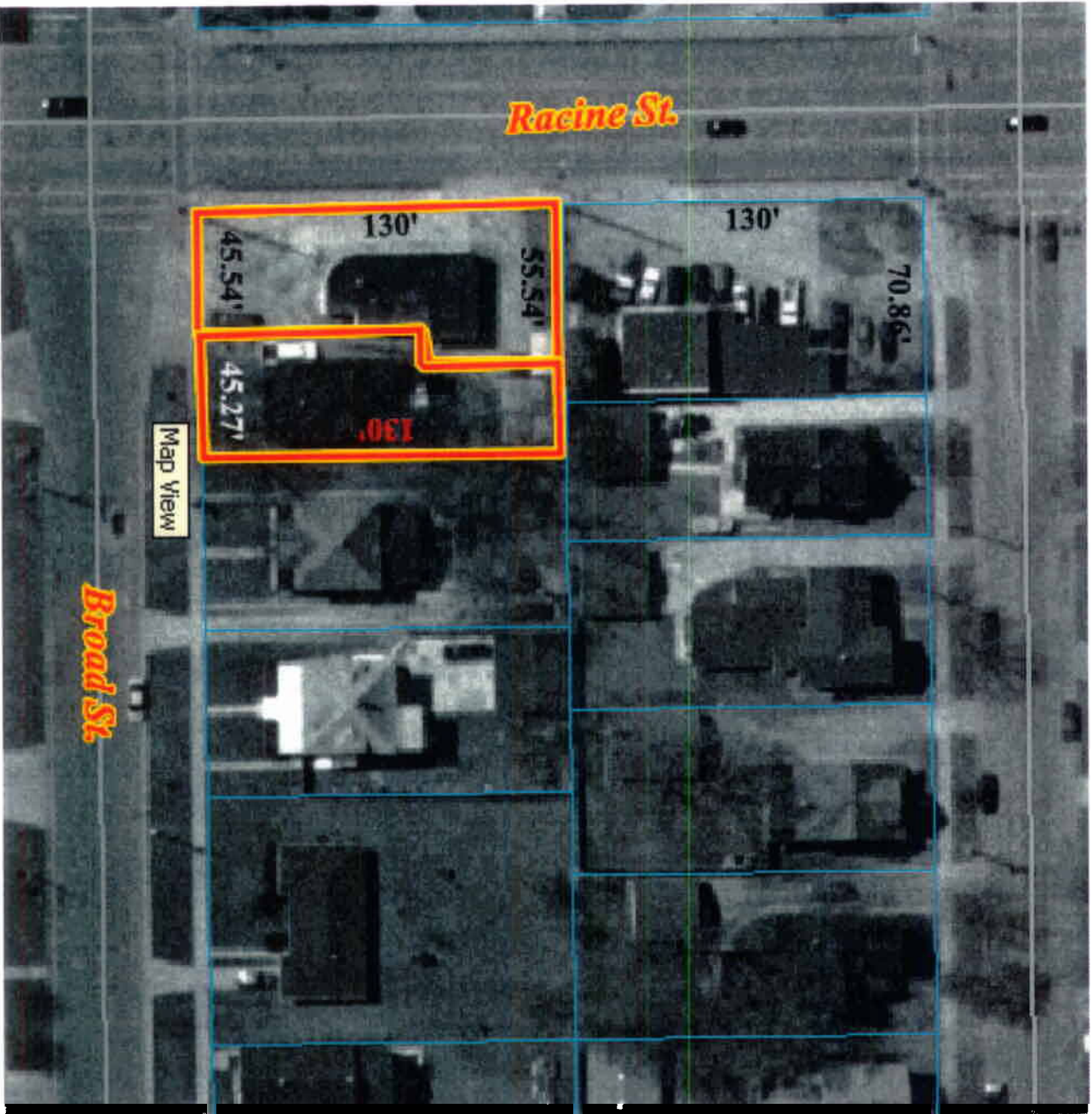
330 **THIS OFFER IS REJECTED** _____ **THIS OFFER IS COUNTERED** [See attached counter] _____
 331 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**ADDENDUM A
TO OFFER TO PURCHASE FOR
81 Racine St. & 504 Broad St.
City of Menasha
October 24, 2007**

The following terms and conditions shall be deemed to be a part of the foregoing attached Offer to Purchase dated October 24, 2007 ("Offer") by Dr. Vernon A. Larsen for the real estate described in the Offer ("Property").

1. This Offer is not subject to the sale of other property or financing; cash at closing.
2. Buyer agrees to allow seller an easement across the property for the use of a trail and landscaping to be constructed and maintained by Seller. Seller shall have the right to come on to the property after closing to construct and maintain said trail and landscaping.
3. Buyer is purchasing the property for the purpose of private parking only.
4. Seller agrees to surrender all previous environmental tests or audits results pertaining to this parcel to Buyer within 5 days after acceptance of this Offer. Seller acknowledges to Buyer that they have no knowledge of any underground storage tanks or any other contaminants that may be on the property. This Offer is subject to Buyer, at Buyer's expense, within 15 days from acceptance, conducting any environmental test or audits of any nature, which Buyer may elect to carry out on the property. If, for any reason, said tests or audits indicate any unsatisfactory condition, Buyer shall serve written notice on Seller to that effect within 21 days of acceptance; and this Offer shall become null and void, and all earnest money shall be returned to Buyer. Should Buyer fail to serve said written notice, Seller shall deem this contingency waived.
5. Buyer has relied upon its own examination, investigation and inspection of the property and the environmental conditions relating hereto, and Buyer agrees to take the same "AS IS" and "WITH ALL FAULTS" in its present condition without warranty or representation expressed or implied by the Seller or any agent, employee or representative of Seller. If, for any reason, Buyer is unsatisfied with the condition of said real estate, Buyer shall serve written notice on Seller to that effect within 15 days of acceptance; and this Offer shall become null and void, and all earnest money shall be returned to Buyer. Should buyer fail to serve written notice within 15 days of acceptance, Seller shall deem this contingency waived.
6. Buyer and Seller acknowledge facsimiles of the Offer to Purchase and/or all Attachments in the form of a fax and/or e-mail transmission signed or fully executed shall be deemed as an original document.

Exhibit A





Memorandum

TO: Administration Committee/Common Council
FROM: Greg Keil, CDD
DATE: November 1, 2007
RE: Proposals for marketing city-owned commercial properties

The attached materials relate to a request for proposals to commercial real estate brokers to market city-owned commercial properties. These materials include:

- City cover letter, RFP response form and mailing list
- Maps and current pricing of city-owned parcels
- Summary of RFP responses
- Cover letter and proposals from brokerage firms

It is my opinion that all of the firms responding to the RFP are well qualified to market the properties.



October 22, 2007

To Whom It May Concern:

The City of Menasha is requesting proposals for real estate marketing services for the city-owned properties described in the enclosed materials. The current asking price for the properties is listed, but may be adjusted following consultation with the selected brokerage firm. The listing contract with the selected firm will run for a term of one year, commencing in November of 2007.

Please complete your proposal on the attached form. You may include other informational/marketing materials that your firm may have prepared; however, our selection process will be keyed to the form provided. Responses shall be returned to the City of Menasha Department of Community Development, 140 Main Street, Menasha, WI 54952 no later than 4:00 PM Monday, October 29, 2007. It is my expectation that the Common Council will be taking action on this matter at its November 5, 2007 meeting.

If you have questions, please contact me at 920-967-3651.

Sincerely,

Gregory M. Keil
Community Development Director

Enclosures

Name of Firm: _____

Contact Name: _____

Address: _____

Phone Number: _____ E-mail Address: _____

How long has your firm been marketing commercial real estate in the Fox Cities area?

State the number of brokers and describe their experience in marketing commercial real estate.

Describe how you intend to market the properties including the types of advertising media (MLS, print, broadcast, signage, other) and the frequency of placement.

Describe the methods you would employ to identify prospects and promote the site(s) to the prospects.

What do you consider to be a reasonable time frame for the sale of one or more lots in:

Lake Park Square: _____

Province Terrace: _____

Midway Business Park: _____

Bechard Group
17 Park Place
Appleton, WI 54915

Bomier Properties LLC
5553 Waterford Lane
Appleton, WI 54913

Commercial Horizons Inc.
3500 Destination Drive
Appleton, WI 54915

Commerical Associates
130 Main Street
Menasha, WI 54952

Drifka Group Inc
N9601 Crystal Drive
Appleton, WI 54915

Esler Commercial Limited
5560 Grand Market Drive
Appleton, WI 54915

Grubb & Ellis Pfefferle
14 Tri Park Way
Appleton, WI 54914

Meerdink & Associates
4351 W College Avenue
Appleton, WI 54915

Midwest Properties
4308 N Richmond Street
Appleton, WI 54913

NAI MLG Commerical
5317 Grand Market Drive
Appleton, WI 54913

Rollie Winter & Associates
3315-A N. Ballard Road
Appleton, WI 54911

PCF Commercial LLC
301 N Lyndale Drive
Appleton, WI 54914

Polacheck Company Inc
2109 E Capital Drive
Appleton, WI 54911

Grubb & Ellis Pfefferle
200 E Washington Street, Suite 2A
Appleton, WI 54911

CBRE
2109 E Capitol Drive, Suite 2
Appleton, WI 54911

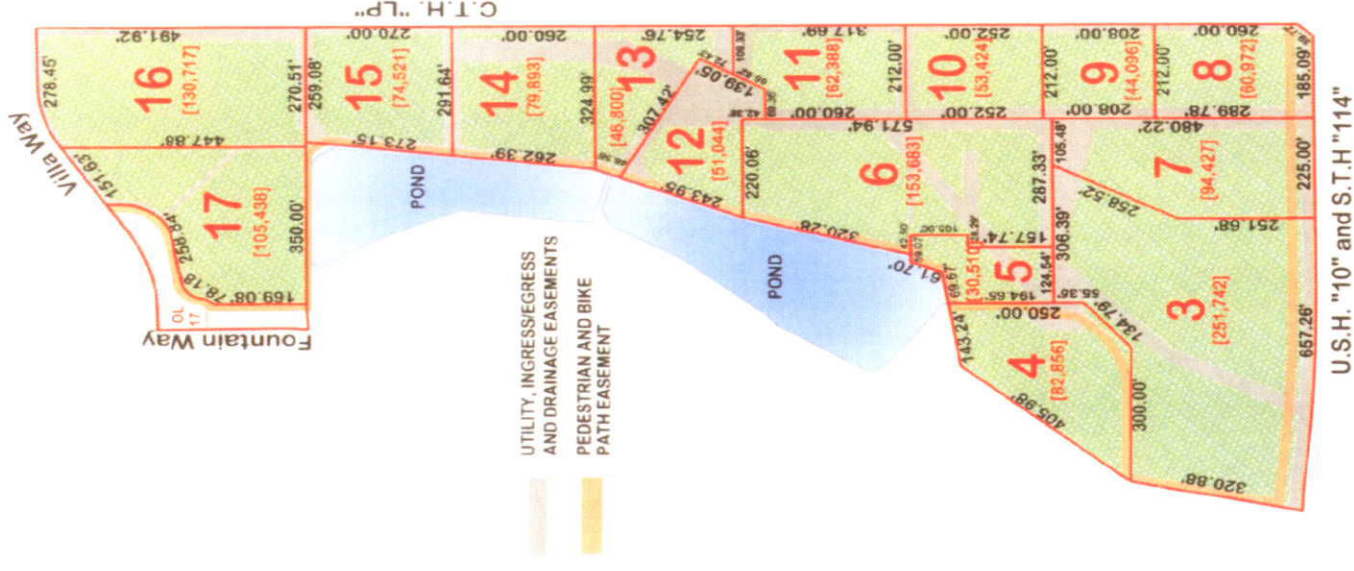
Nemecek & Associates Inc.
1992 Susan Avenue
Neenah, WI 54956

Law Realty
1004 S Olde Oneida Street
Appleton, WI 54915

John Coughlin Team
1050 N Lynndale Drive
Appleton, WI 54914

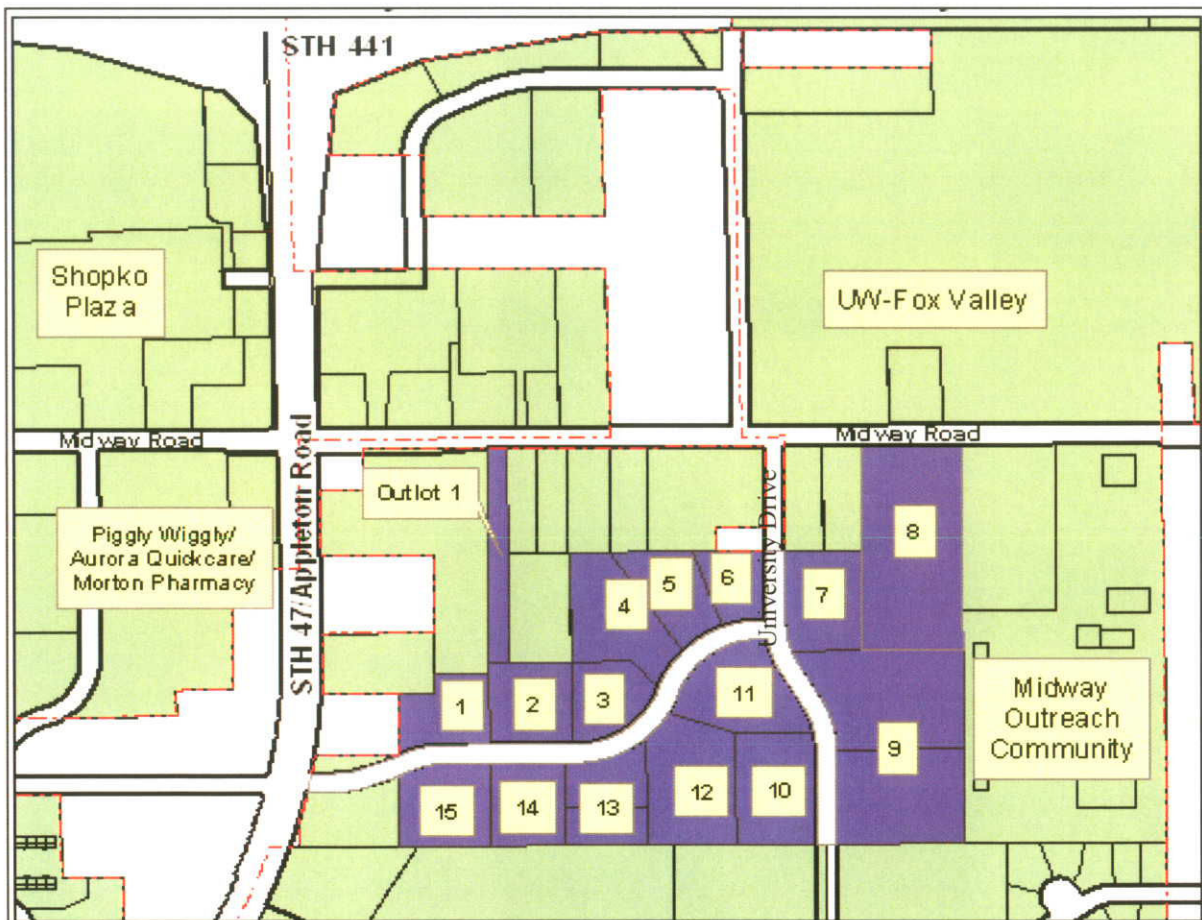
RE/MAX Valley, REALTORS
Bill Paul
1509 S Commercial Street
Neenah, WI 54956

Lake Park Square Site Characteristics				
Lot #	Area (Acres)	Status	Price	Occupant
3	5.78	Available	\$503,500	-
4	1.90	Available	\$157,500	-
5	0.70	Sold	-	Lake Park Villas Club House
6	3.53	Sold	-	Athletica Fitness
7	2.17	Available	\$198,500	-
8	1.40	Available	\$140,500	-
9	1.01	Available	\$ 88,000	-
10	1.23	Available	\$107,000	-
11	1.43	Available	\$125,000	-
12	1.17	Sold	-	Building Imaginations Child Care
13	1.07	Available	\$ 89,000	-
14	1.83	Sold	-	Available—Restaurant Facility
15	1.71	Available	\$149,000	-
16	3.00	Sold	-	-
17	2.42	Sold	-	Gardens of Fountain Way



Midway Business Park Site Characteristics

Lot #	Area (Acres)	Status	Price	Occupant
1	1.34	Contact Us	\$45,560	---
2	1.54	Sold	---	Pat Gambsky Builders
3	1.38	Available	\$46,920	---
4	2.06	Sold	---	Watter's Plumbing
5	1.31	Available	\$44,540	---
6	0.94	Sold	---	Healthcare Management
7	1.73	Contact Us	\$58,820	---
8	4.70	Sold	---	Advanced Tooling
9	6.00	Sold	---	Oshkosh Truck
10	2.03	Sold	---	United Paper
11	2.00	Sold	---	Swimtastics
12	2.44	Available	\$82,960	---
13	1.63	Sold	---	General Dentistry
14	1.42	Sold	---	WI Prosthetics & Orthotics
15	1.65	Sold	---	Gold Cross Ambulance
Outlot 1	0.96	Available	\$32,640	---



Province Terrace Available Lots



Province Terrace Site Characteristics			
Lot #	Area (Acres)	Status	Price
1	1.300	Available	\$52,000
2	0.621	Available	\$24,840
3	1.463	Available	\$58,520
4	0.318	Available	\$12,720
10	2.904	Available	\$116,160
11	1.456	Available	\$58,240
15	1.31	Available	\$52,400

SOUTHFIELD WEST

ALL OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 1815 AS RECORDED IN VOLUME 13 OF CERTIFIED SURVEY MAPS ON PAGE 12, AS DOCUMENT NO. 248431, AND PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1573 AS RECORDED IN VOLUME 11 OF CERTIFIED SURVEY MAPS ON PAGE 11, AS DOCUMENT NO. 221918, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, MICHAEL J. FRANK, REGISTERED WISCONSIN LAND SURVEYOR S-2123, HEREBY CERTIFY THAT I HAVE RECORDED THIS SURVEY MAP IN THE PUBLIC RECORDS OF THE STATE OF WISCONSIN, AND THAT THE SAME IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION THERETO MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION THERETO MADE.

DATED THIS 12th DAY OF March 2007

MICHAEL J. FRANK
REGISTERED LAND SURVEYOR S-2123
REMOVED TWO-SIDED LANT OF APRIL 2007

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE ORDER AND UNDER THE DIRECTION OF THE OWNERS OF SAID LAND.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION THERETO MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION THERETO MADE.

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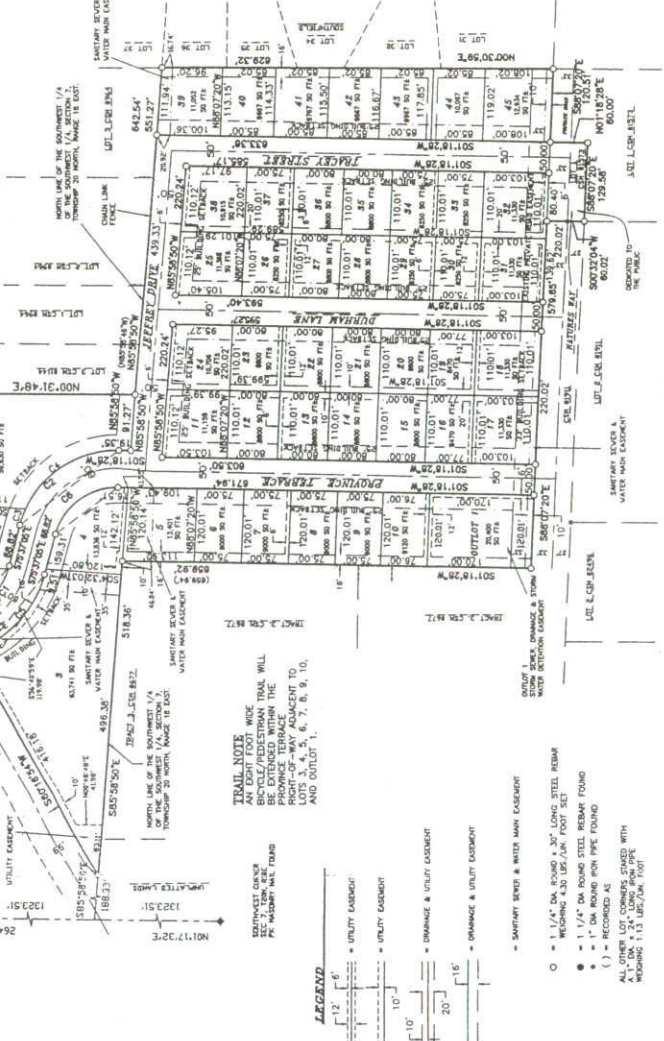
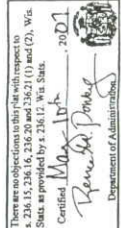
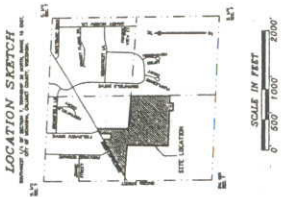
THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION THERETO MADE.

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THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION THERETO MADE.



RESTRICTION CLAUSE
THESE EASEMENTS HEREBY RESTRICT OUTLOT 1, LOTS 17, 18, 31, 32, AND 45 IN THAT NO OWNER, POSSESSOR, USER, OR LESSEE OF THE EASEMENT SHALL HAVE ANY RIGHT OF USE OR ENJOYMENT OF THE EASEMENT OR OF THE EASEMENT LOT THAT PORTION OF THE ROAD ENCOMPASSED BY HIS/HER PARTICULAR LOT

SIGNED: _____ DATE: _____
SIGNED: _____ DATE: _____

SCHULER & ASSOCIATES, INC.
LAND SURVEYORS & ENGINEERS
2711 N. MAIN STREET, SUITE F, APPLETON, WI 54914-2128 (202) 734-3107

THIS INSTRUMENT DRAFTED BY: KJA

20070304
SHEET 1 OF 1

MARKETING RFP RESPONSE SUMMARY

Company / Contact	Years Marketing	# of Brokers	Experience of Brokers	Marketing Plan	Prospecting Methodology	Reasonable time frame for sale
Drifka Group / Robert Drifka	11 years	2	23 years total. Selling, leasing, brokerage, prop. Mgmt	Loopnet (national listing), Fox Cities Chamber of Commerce, Company website, design brochures for property	Promote area as rapidly growing for residential and commercial dev., use identified marketing plan, use sales sheet.	Lake Park Sq: 1 year Province Terr: 6 months Midway: 6 months
Grubb & Ellis / Kim Pischke & Mike Pfefferle	17 years	2	17 years total. Selling commercial real estate, land parcels, and office complexes	Loopnet (national listing), Grubb & Ellis website, Company website, Marketplace Magazine, signage on properties, other vacant land parcels	Use large database to identify prospects and target postcard size mailings, use leads from existing tenants of properties that Grubb & Ellis manages.	Lake Park Sq: 1-2 years Province Terr: 1-2 years Midway: 1-2 years
NAI MLG Commercial / Patrick D. Connor	9 years	40 total, 3 assigned to this project	Patrick Connor- 14 years of commercial sales, leasing, investing. SIOR member	New aerial photos to highlight parcels and surrounding area, marketing package of parcels, Loopnet, Co-Star, Xceligent, company website, direct mail	Use database to identify prospects, use REAL TRAC system to allow city to view all documents and activity for this assignment.	Lake Park: 6-12 months Province Terr: 3-9 months Midway: 6-12 months
CB Richard Ellis / Ryan Scray	Since 1950's, with office in the Fox Valley for 10 years	2 Brokers for each business park	Mix of retail, industrial, commercial, tenant representation, and property development staff.	Full color, custom one-page brochure, company web page, LoopNet, Costar, brochures distributed to all commercial real estate brokers in area, mailing, signage for properties	Their office will think locally and act globally in providing CB Richard Ellis' entire commercial real estate platform on behalf of our clients.	Lake Park: 6-12 months Province Terr: 6-12 months Midway: 6-12 months
Bechard Group / Dennis J. Jochman	Firm- 28 years, contact person- 22 years	6	6 Brokers with 100 + years experience	Color sales sheets for presentation and mailing to all commercial brokers in WI and northern IL, Loop Net, The Commercial Network (TCN), quality signage, periodic advertising in local/state	Direct mailing followed by phone call, Fox Cities Chamber of Commerce. Co-broke with all brokers, work through national and state associations. Knock on local and regional doors.	Lake Park: 1 year Province Terr: 9-18 months Midway: 6-18 months
Bomier Properties, Inc / Terry Bomier	17 years	5 Brokers, 3 part time and 1 fulltime staff to assist	Principle Broker- 24 years, others have between 4-11 years experience	List properties with Realtors Association of NE WI, install signage, print advertising in trade magazines, possible radio and TV advertising, LoopNet, company website, ForwardWI.com, Chamber of Commerce, city and state officials	Publish brochure with photo and map, distribute brochure to commercial real estate brokers, targeted specific users of retail/office. Follow up with phone call or personal visit. A timetable will be established by both listing broker and seller prior to entering a listing contract.	Lake Park: 6-18 months Province Terr: 3-6 months Midway: 3-6 months

October 29, 2007

Greg Keil
City of Menasha
140 Main Street
Menasha, WI 54952

RE: Commercial Listing
Midway Business Park, Province Terrace, and Lake Park Square

Dear Greg:

Please find enclosed our response to your request for information regarding the marketing of the above properties. I have also enclosed a list of properties that Drifka Group has sold, over the past 5 years, that are located in, or in very close proximity to the City's above developments

We do not feel that the Midway Crossing development, that we are part owner of, is competition with your developments because they target different types of users. Our work and focus on Midway Crossing simply brings in another marketing effort to the area.

We would appreciate the opportunity to work with the City of Menasha on the above properties. If you have any questions please do not hesitate to call.

Sincerely,

DRIFKA GROUP INC.



Robert E. Drifka

2 enclosures

Name of Firm: Drifka Group Inc.
Contact Name: Bob Drifka
Address: N9601 Crystal Drive, Appleton, WI 54915
Phone Number: 920-993-9065 *Email Address:* bob@drifkagroup.com

How long has your firm been marketing commercial real estate in the Fox Cities area?
Drifka Group Inc. is celebrating their eleventh year.

State the number of brokers and describe their experience in marketing commercial real estate.

Drifka Group Inc. consists of two brokers; Bob and Jenny Drifka. Together we have over 23 years of experience in the marketing of commercial real estate. Our experience includes working with clients as in selling and leasing properties, brokerage, development, and property management. We work with national, regional, and local companies, as well as commercial loan officers from various financial institutions, and the Fox Cities Chamber of Commerce.

Describe how you intend to market the properties including the types of advertising media (MLS, print, broadcast, signage, other) and the frequency of placement.

Drifka Group Inc. uses several types of marketing: First, Loopnet which is a national listing service for commercial real estate properties. Ninety-eight percent of the national commercial brokerage firms are members. So the listed properties will be seen by most brokers when they are doing their site searching for their clients. Second, we are members of the Fox Cities Chamber of Commerce. They have a web site, which we list all our listings, for individuals to check commercial real estate. Third, we have a business web site that lists all our commercial real estate listings. Fourth, we install signs on the property for advertising purposes. Last, we design brochures on the property and deliver to brokers, developers, and potential buyers.

Describe the methods you would employ to identify prospects and promote the site(s) to the prospect.

Drifka Group Inc. is very familiar with the southeast side of the Fox Cities; our office is located in Darboy. We would promote the area as a rapidly growing area for residential and commercial development. We would include the above marketing to identify and promote the sites. Please see the enclosed sales sheet that Drifka Group Inc. has completed in three areas of interest.

What do you consider to be a reasonable time frame for the sale of one or more lots in:

Lake Park Square:	One Year
Province Terrace:	Six Months
Midway Business Park:	Six Months

Drifka Group Inc. Sales

Midway Business Park (Appleton Rd & Midway Rd):

Fox Communities Credit Union SE corner of Appleton Rd & Wittman Drive
Ed Esselman Lot 1 Wittman Drive
Gold Cross Ambulance – Lot 15 Wittman Drive
Wisconsin Orthopedic – Lot 14 Wittman Drive
Christ the Rock Main - Salvation Army
Christ the Rock office – Day Care

Province Terrace (Oneida St):

BFT Investments Midway Crossing Development
BFT – Lakeview Credit Union
BFT – CVS Pharmacy Feb 2008
Rusch - Tail Waggers
Menasha – Alternative Resolutions

Lake Park Square:

Christ the Rock – Investment / development group (sold 34 acres in 2007)

October 29, 2007

Gregory M. Keil
Community Development Director
140 Main Street
Menasha, WI 54952

RE: Proposal for Real Estate marketing services for City of Menasha

Dear Mr. Keil:

Attached is our office's proposal for real estate marketing services for the City of Menasha.

Should you have additional questions, please feel free to contact either myself, Kim Pischke at 920.560.5063 or Mike Pfefferle at 920.560.5069.

Best regards,



Kim Pischke
Commercial Real Estate Advisor
kpischke@pfefferle.biz



Mike Pfefferle
Commercial Real Estate Advisor
mpfefferle@pfefferle.biz

Name of Firm: *Grubb & Ellis|Pfefferle*
Contact Information: *Kim Pischke & Mike Pfefferle*
Address: *200 E. Washington Street, Suite 2A, Appleton, WI 54911*
Phone Number: *920-968-4700* Email Address: *kpischke@pfefferle.biz*
mpfefferle@pfefferle.biz

How long has your firm been marketing commercial real estate in the Fox Cities area:

Since 1990

State the number of brokers and describe their experience in marketing commercial real estate.

Mike Pfefferle experience: over 10 years, last 3 years have sold over 10 million/year in commercial real estate with a number of land transactions.

Kim Pischke experience: over 7 years in commercial real estate, sold numerous vacant land parcels for office and retail throughout the Valley. Some highlights are: sold two large office complexes in the Valley, a 33- acre parcel of land for retail development.

Describe how you intend to market the properties including the types of advertising media (MLS, print, broadcast, signage, other) and the frequency of placement.

www.mikepfefferle.com for real- time updates and inquires. Loopnet, Grubb & Ellis website, signage on all properties, ad in Marketplace Magazine. Information package that will include color information sheet, aerial photos, demographics, available lots and pricing. Grubb & Ellis has many vacant land parcels, none of which directly compete with these properties, but can help to generate leads, throughout the Valley. We co-broke with all commercial brokers. Grubb & Ellis|Pfefferle employs 13 licensed brokers in four cities.

Describe the methods you would employ to identify prospects and promote the site(s) to the prospects.

Experience and similar projects will help us to identify prospects. We have several large databases with contact information in the medical office, office, retail and restaurant industry. We use large-size postcard mailings targeted to these prospects. We also manage over \$6 Million SF in the Fox Cities that generate leads from our existing tenants. Our years of experience in this market has also

given us a large network of contacts such as commercial construction that also refer land searches to us.

What do you consider to be a reasonable time frame for the sale of one or more lots in:

Lake Park Square: *1-2 years*

Province Terrace: *1-2 years*

Midway Business Park: *1-2 years*

Realistic time frame, yet we are optimistic that lots may sell quicker with targeted marketing and that this is a good time of year to market vacant land for Spring construction.

NAI MLG Commercial

Commercial Real Estate Services Worldwide.

tel 920 997 9990
fax 920 997 9998
www.mlgcommercial.com

5317 W. Grande Market Drive
Suite A
Appleton WI 54913

Offices also in Brookfield and
Madison, WI

October 29, 2007

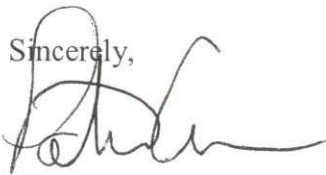
Gregory M. Keil
City of Menasha
Department of Community Development
140 Main Street
Menasha, WI 54952-3151

Dear Greg,

Enclosed you will find our response to your request for proposal for real estate marketing services for the city owned properties of Lake Park Square, Midway Business Park and Province Terrace.

We look forward to the opportunity to represent the City on these properties. Thank you for your consideration.

Sincerely,



Patrick D. Connor
SVP / Branch Manager
Fox Valley

PDC:clc
Enclosures

Name of Firm: NAI MLG Commercial
Contact Name: Patrick D. Connor
Address: 5317 W. Grande Market Drive, Suite A, Appleton, WI 54913
Phone Number: (920) 997-9990 E-mail Address: pconnor@mlgcommercial.com

How long has your firm been marketing commercial real estate in the Fox Cities area?

Nine years

State the number of brokers and describe their experience in marketing commercial real estate.

40 licensed brokers within MLG Commercial. Three brokers are assigned to this project.

Patrick Connor - 14 years of commercial properties including land, office properties, industrial properties, retail leasing and sales, and investment real estate. Patrick will be confirmed as a member of the Society of Industrial and Office Realtors (SIOR) on November 9, 2007. He is the only SIOR based in the Fox Cities area. SIOR is the leading professional commercial and industrial real estate association. With more than 3,200 members in 562 cities in 20 countries, SIOR represents today's most knowledgeable, experienced, and successful commercial real estate brokerage specialists.

Ross Fuller – Bio Attached

Luke Garrow - Will be joining NAI MLG Commercial in January 2008 after graduating from University of Wisconsin – Madison with a Business Degree with an emphasis on Real Estate. He is a licensed Wisconsin real estate salesperson.

Describe how you intend to market the properties including all types of advertising media (MLS, print, broadcast, signage, other) and the frequency of placement.

Describe the methods you would employ to identify prospects and promote the site(s) to the prospects.

First we will arrange for new aerial photographs of the subject properties that will highlight the parcels and the surrounding developments. We will then assemble a professional marketing package the will include photos, plat maps, traffic counts, demographics and zoning specifics. All of these documents are emailable and will be placed on our NAI MLG Commercial web site, Loop-Net web site (#1 in Commercial Real Estate on-line), Co-Star and Xceligent. Marketing packages will be emailed or mailed to all area developers and commercial real estate companies. We will then prepare a direct mail campaign to area businesses. Separate mailing lists will be prepared for Midway Business Park, Province Terrace, and Lake Park Square. We have access to our database that will provide us with quality prospects. This will insure that we target each site with the appropriate uses. We will utilize our Web based REAL TRAC system to allow the Mayor and staff to have secure access to all of the documents and activity for this assignment including monthly reports.

What do you consider to be a reasonable time frame for the sale of one or more lots in:

Lake Park Square: 6 to 12 months

Province Terrace: 3 to 9 months

Midway Business Park: 6 to 12 months

October 24, 2007

Name of Firm: CB Richard Ellis
Contact name: Ryan Scray
Address: 2109 E Capital Dr.
Appleton, WI 54911
Phone Number: 920-997-3334 Email Address: ryan.scray@cbre.com

How long has your firm been marketing commercial real estate in the Fox Cities Area?

CB Richard Ellis has been providing commercial real estate services throughout the State of Wisconsin since the mid 1950's with an existing office in the Fox Valley for over 10 years as a CB Richard Ellis affiliate. In 2006, CB Richard Ellis, Inc. acquired the Polacheck Company. Our emphasis on teamwork enables the Northeast Wisconsin office to deliver the services, experience and resources to assist our clients in making better asset decisions which has immediate impact on their bottom-line.

State the number of brokers and describe their experience in marketing commercial real estate.

The marketing team will consist of two brokers for each business park, which currently focuses on the commercial/business market in the Green Bay/Fox River Valley area. Heading up this assignment will be Ryan Scray, associate of the Fox Valley office. The team will consist of Will Steiner (www.cbre.com/will.steiner) and Chuck Rinehimer (www.cbre.com/chuckrinehimer) of our retail team. Sean Brick (www.cbre.com/sean.brick) and Paul Jonas (www.cbre.com/paul.jonas) from our Industrial team. Ryan Scray (www.cbre.com/ryan.scray) from our tenant representation team. Todd DeVillers (www.cbre.com/todd.devillers) and Marc Veras (www.cbre.com/marc.veras) from property development. Each URL will take you to the individual's profile.

Describe how you intend to market the properties including the types of advertising media (MLS, print, broadcast, signage, other) and the frequency of placement.

- A full color, custom one-page brochure outlining the specifics of the property supplemented by a floor plan, site plan, and overview of the tenants and leases.
- Marketing information will be posted on the CB Richard Ellis' web page and LoopNet and Costar, three of the most powerful and most frequently visited commercial real estate sites in the State of Wisconsin.

- Brochures will be distributed to all commercial real estate brokers conducting business throughout the State of Wisconsin with a focus on northeast Wisconsin region. We will also distribute the information to our CB Richard Ellis affiliates throughout the mid-west.
- A mailing will be sent targeting companies in the Green Bay/Fox Valley areas, as well as, investors in the Green Bay/Fox River Valley area utilizing SIC codes, and other databases specific to the area.
- We will coordinate a call back program for all mailings.
- We will coordinate all property tours and follow-ups.
- Signs will be placed on the available properties.
- The CB Richard Ellis will be responsible for all marketing costs associated with the sale of this property including signage, advertising, mailings, and all other miscellaneous expenses associated with the marketing of this property.

Describe the methods you would employ to identify prospects and promote the site(s) to the prospects.

Our office has consistently been the local leader in providing property owners, investors and tenants with the most comprehensive sales, leasing, marketing, disposition and consulting services available in commercial real estate. Our office thinks locally and acts globally in providing the CB Richard Ellis' entire commercial real estate platform on behalf of our clients.

What do you consider to be a reasonable time frame for the sale of one or more lots in?

Lake Park Square:	6-12 Months
Province Trials:	6-12 Months
Midway Business Park:	6-12 Months

Thank you for allowing CB Richard Ellis the opportunity to present this marketing proposal for the development of your business parks. We are very interested in working closely with the City of Menasha, and developing a strong local relationship that will extend into the future. We believe CB Richard Ellis has the expertise in this marketplace to secure buyers, and users for your properties, which will increase your tax base.



Ryan Scray
Associate



Todd DeVillers
Senior Vice President



**BECHARD
GROUP INC**

TCN
WORLDWIDE

Real Estate Investments . Development . Construction

October 25, 2007

Mr. Greg M. Keil
Community Development Director
City of Menasha
140 Main Street
Menasha, WI 54952-3151

Dear Greg:

Thank you for your letter of October 19, 2007 and your "Request for Proposal" to market City of Menasha properties. We would be delighted to work with you and your team on the three very attractive locations within our Fox Cities.

I am presently on the Board of the Fox Cities Chamber of Commerce and am actively involved in our "Team Fox Cities" which involves bringing new businesses to our area and retaining and expanding our existing businesses.

While we have filled out your proposal form, we have also enclosed marketing materials about our team and want to emphasize the following points:

- Bechard Group offers a very experienced team.
- TCN provides leads from other Midwest cities.
- All of our team members are involved in community action groups – Chamber of Commerce, Rotary, United Way, various non profit boards, etc., all of which lead to networking opportunities.
- Two of our competitors are already aligned with other area communities – New London and Kaukauna.
- We would incorporate quarterly meetings with the Community Development Director in an effort to maintain a good flow of information and communications.
- We would also provide a market analysis and assessment of all competitive properties, review with the city team, and recommend pricing and marketing terms.

If you have questions or need additional information, please do contact me.

Thank you for the continued opportunity to be of service. We stand ready to assist your efforts, and, as a team, we will be successful.

Sincerely,

Dennis J. Jochman
Vice President – Sales

Enclosures

Name of Firm: Bechard Group, Inc.

Contact Name: Dennis J. Jochman

Address: 17 Park Place, Suite 100, Appleton, WI 54914

Phone Number: (920) 738-7100 E-mail Address: djochman@bechardgroup.com

How long has your firm been marketing commercial real estate in the Fox Cities area?

Firm – 28 years, above contact person – 22 years, total team experience – 100 + years

State the number of brokers and describe their experience in marketing commercial real estate.

6 brokers with a total experience of 100 + years

Describe how you intend to market the properties including the types of advertising media, (MLS, print, broadcast, signage, other) and the frequency of placement.

- Produce color sales sheets for presentation and mailing to all commercial brokers in Wisconsin & Northern Illinois.

- Placement on Loop Net – national commercial internet service for commercial properties (similar to MLS-residential)

- Placement on The Commercial Network (TCN) which is international in scope. After 3 years with this network, we are now getting leads from the Detroit area and Chicago, St. Louis, Omaha, Cleveland and Minneapolis areas.

- Quality signage where appropriate, including "tag" lines if needed

- Periodic advertising in local and state wide newspapers

Describe the methods you would identify prospects and promote the site(s) to the prospects.

- Direct mailing to select mailing lists followed by phone call

- Work through the Fox Cities Chamber of Commerce

- Co-broke with all brokers – our objective is to be successful for you

- Work through national and state associations – retail, manufacturing, etc.

- Knock on local and regional doors

What do you consider to be a reasonable time frame for the sale of one or more lots in:

Lake Park Square 1 year

Province Terrace 9 – 18 months

Midway Business Park: 6 – 18 months for balance of lots

BOMIER PROPERTIES INC.

COMMERCIAL REALTORS® & DEVELOPERS

5553 Waterford Lane • Appleton, Wisconsin 54913-8468
Website: www.bomier.com • Email: info@bomier.com
Tel: (920) 739-5300 • Fax: (920) 739-7007

October 23, 2007

Mr. Gregory M. Keil
City of Menasha
Department of Community Development
140 Main Street
Menasha, WI 54952-3151

Dear Greg:

Bomier Properties, Inc. appreciates the opportunity to possibly work with the City of Menasha on their commercial real estate needs. Outside of the questions you asked us to fill out, I'm enclosing a biography and a brochure on our company for your review.

If you have any questions regarding the enclosed information, please don't hesitate to call.

Again, we thank you for your consideration to work with Bomier Properties, Inc. to serve your marketing real estate needs.

Best Regards,


BOMIER PROPERTIES INC.

J. Turner Bomier

JTB/mz

Enclosure

Name of Firm: Bomier Properties, Inc

Contact Name: Terry Bomier

Address: 5553 Waterford Lane, Appleton, WI 54913-8468

Phone Number: (920) 739-5300 Email: info@bomier.com

How long has your firm been marketing commercial real estate in the Fox Cities area?

Approximately 17 years

State the number of brokers and describe their experience in marketing commercial real estate.

Currently we have 5 commercial Brokers/Sales Associates and 3 part-time and 1 full-time staff to assist

brokers to serve the commercial real estate market in NE Wisconsin, the Broker/Associates are as follows:

Terry Bomier - Principle Broker - 24 years; Jason Gallmeier-Sales Associate-6 years; Stuart Beduhn -Broker/

Associate - 6 years; Tom Meiers - Sales Associate-4 years; Troy Rademann-Broker/Associate - 11 years. One

broker holds a CCIM and another is a candidate for CCIM. A PARTIAL list of people we've serviced in the

past including the City of Menasha are shown on attached sheet.

Describe how you intend to market the properties including the types of advertising media (MLS, print, broadcast, signage, other) and the frequency of placement.

All marketing advertising stated below would be completed immediately except potential print, radio and

television advertising which listing broker and Seller shall agree upon prior to executing listing contract.

We would put your properties with a commercial listing network; Realtors Association of Northeast Wisconsin,

install signage, print advertising in trade magazines, and possibly radio and television advertising.

We would also advertise your property on LoopNet, which is an on-line database with over 300,000

commercial sale and lease listings used by other participating commercial realtors locally, statewide, and

nationally, and is also incorporated into our Website. This enables us to reach over 700,000 other commercial

brokers both in Wisconsin and nationally with new property listings immediately. These listings receive

60 million hits per month by interested customers. All our available properties are listed here, along with

their descriptions, amenities, demographics, photos and maps. We would also include your properties on the

Wisconsin website (ForwardWI.com) which is designed to attract business to our state. We would introduce

your properties with other commercial brokers, city and state officials, members of the Chamber of

Commerce, and targeted businesses.

Describe the methods you would employ to identify prospects and promote the site(s) to the prospects.

We would publish a brochure detailing some of the specific amenities of the properties, which would also
feature a photo and a map showing the property's location. Upon completion of the brochure, we would
send to other commercial real estate brokers in the area and in the state, canvass the surrounding area's and
target the properties to specific users such as retail, office, and/or other commercial uses that Broker and Seller
agree upon and send brochures on your properties to those users, along with a telephone call and/or a
personal visit follow-up. A timetable will be established by both listing broker and Seller prior to entering into
a listing contract to implement the canvassing and the direct mailing campaign that would take place during
the listing period.

What do you consider to be a reasonable time frame for the sale of one or more lots in:

Lake Park Square: 6 - 18 months

Province Terrace: 3 - 6 months

Midway Business Park: 3 - 6 months

CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 10/18/07-11/1/07	\$ 925,087.24
Checks # 14446-14669	

Payroll Checks for 10/18/07-11/1/07	<u>161,542.31</u>
Checks # 35109-35390	

Total	\$1,086,629.55
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**Gaps in the sequence of accounts payable check numbers may be caused by: voiding checks at the start of a new check run to set up printing of the checks correctly, having a large number of invoices on a particular vendor which causes the payment to be printed on more than one accounts payable check , incorrect alphabetizing of a vendor causing the accounts payable check to appear out of sequence or software/printer problems which result in accounts payable checks being printed incorrectly and needing to be discarded.

Menasha Employees Credit Union-Employee Deductions

Menasha Employees Local 1035-Union Dues

Menasha Employees Local 1035B-Union Dues

Wisconsin Support Collections-Child/Spousal Support

United Way-Employee Donations

AMT-Garnishments

Date: Thursday, October 18, 2007
Time: 08:56AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 1 of 8
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
02092 AARON BAER	101607	31827	53	09-212-205	50.00	HALLOWEEN PARTY ENTERTAINMENT
	Check Date	10/18/2007	Check Nbr	014452	Check Total:	50.00
01315 AIRGAS NORTH CENTRAL	105009055	31731	54	10-149-300	62.31	ARGON CYLINDERS
	Check Date	10/18/2007	Check Nbr	014446	Check Total:	62.31
01763 APPLETON SIGN COMPANY	24705G-00	31100	52	08-101-295	998.00	SQUAD CAR GRAPHICS/LETTERING
	Check Date	10/18/2007	Check Nbr	014447	Check Total:	998.00
01775 CITY OF APPLETON	101707	31100	12	04-399-000	582.39	FISH KIOSK INSTALLATION
	Check Date	10/18/2007	Check Nbr	014448	Check Total:	582.39
01825 ASD HEALTHCARE	11010733793	31100	53	09-102-300	2,288.50	FLU VACCINE
	Check Date	10/18/2007	Check Nbr	014449	Check Total:	2,288.50
01869 AT&T	090507	31100	51	10-115-221	288.00	YELLOW PAGES DIRECTORY
	Check Date	10/18/2007	Check Nbr	014450	Check Total:	288.00
	920R09453010	31100	51	10-115-221	69.90	MONTHLY CHARGES
	920R09453010	31201	54	10-301-221	185.10	MONTHLY CHARGES
	Check Date	10/18/2007	Check Nbr	014484	Check Total:	255.00
02040 BADGER HIGHWAYS CO INC	137887	31100	54	10-121-300	10,028.52	SILVERBIRCH AREA PAVING PROJ
	138005	31100	54	10-121-300	10,317.24	SILVER BIRCH AREA PAVING PROJ
	137928	31100	54	10-121-300	20,714.39	SILVER BIRCH PAVING/EXCAVATION
	137928	31100	54	10-122-300	1,735.56	SILVER BIRCH PAVING/EXCAVATION
	2007-01(2)	31100	21	04-205-000	-3,420.28	KAUKAUNA ST/HIGH ST REHAB
	2007-01(2)	31100	54	10-121-822	68,405.54	KAUKAUNA ST/HIGH ST REHAB
	Check Date	10/18/2007	Check Nbr	014451	Check Total:	107,780.97

Date: Thursday, October 18, 2007
Time: 08:56AM
User: MGRIESBACH

CITY OF MENASHA
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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
02260 BAYCOM INC	203608	31100	52	08-101-243	49.00	REPROGRAMMED SQUAD RADIO
	Check Date	10/18/2007	Check Nbr	014453	Check Total:	49.00
02335 BECK ELECTRIC INC	D309	31100	55	07-202-240	122.58	BULBS/BALLAST
	Check Date	10/18/2007	Check Nbr	014454	Check Total:	122.58
02780 BRUCE MUNICIPAL EQUIPMENT INC	5072819	31731	54	10-149-383	173.00	PIVOT BEARING ASSEMBLY
	Check Date	10/18/2007	Check Nbr	014455	Check Total:	173.00
02796 BUBRICK'S	65206	31100	52	08-101-310	155.41	OFFICE SUPPLIES
	Check Date	10/18/2007	Check Nbr	014456	Check Total:	155.41
03225 CB SUPPLY COMPANY INC	0133859-IN	31731	54	10-149-383	24.67	BEARING/BEARING CUP
	Check Date	10/18/2007	Check Nbr	014457	Check Total:	24.67
04275 DIGICORPORATION	50823	31207	55	07-205-291	91.00	LETTERHEAD AND ENVELOPES
	50789	31262	52	08-101-291	79.00	CRISIS RESPONDER BUSINESS CARD
	Check Date	10/18/2007	Check Nbr	014458	Check Total:	170.00
07345 GRAINGER INC	9461410905	31731	54	10-149-315	37.59	STEEL CRIMPED WHEEL
	Check Date	10/18/2007	Check Nbr	014459	Check Total:	37.59
07575 GUNDERSON DRY CLEANERS	406455	31100	52	08-109-300	9.89	AUXILIARY SHIRT/DOG BLOOD
	Check Date	10/18/2007	Check Nbr	014460	Check Total:	9.89
07580 GUNDERSON UNIFORM & LINEN RENT	1222327	31100	52	08-101-313	29.95	TOWEL/MAT SERVICE
	Check Date	10/18/2007	Check Nbr	014461	Check Total:	29.95

Date: Thursday, October 18, 2007
Time: 08:56AM
User: MGRIESBACH

CITY OF MENASHA
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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
08505 HORST DISTRIBUTING INC	423210	31100	53	07-401-300	194.75	PAINT FOR MARKING GRAVES
Check Date	10/18/2007	Check Nbr	014462	Check Total:	194.75	
09270 INTERNATIONAL TRANSLATORS	LC-2-16213	31100	53	09-102-215	122.50	INTERPRETING SPANISH
	LC-2-16023	31100	53	09-102-215	35.00	INTERPRETING SPANISH
	LC-2-16058	31100	53	09-102-215	52.50	INTERPRETING SPANISH
Check Date	10/18/2007	Check Nbr	014463	Check Total:	210.00	
11249 KONICEK ENVIRONMENTAL CONSULT	1588	31100	12	04-306-000	521.80	CONSULTING FEE/87 RACINE
Check Date	10/18/2007	Check Nbr	014464	Check Total:	521.80	
12085 LAKE AND POND SOLUTIONS LLC	4204	31207	55	07-205-242	375.00	FIXED AEROTER
Check Date	10/18/2007	Check Nbr	014465	Check Total:	375.00	
12092 LAKE PARK VILLAS HOMEOWNERS	093007	31482	54	10-143-223	33.25	UTILITIES
	093007	31482	55	07-202-216	2,177.38	GROUND MAINTENANCE
	093007	31482	55	07-202-223	1,329.75	UTILITIES
	093007	31482	56	03-501-216	150.00	GROUND MAINTENANCE
Check Date	10/18/2007	Check Nbr	014466	Check Total:	3,690.38	
12180 LARK UNIFORM INC	51021	31824	52	08-101-300	187.00	HONOR GUARD ROCKERS
Check Date	10/18/2007	Check Nbr	014467	Check Total:	187.00	
13083 MARSH ELECTRONICS INC	214991701	31731	54	10-149-383	15.50	SWITCH
Check Date	10/18/2007	Check Nbr	014468	Check Total:	15.50	
13149 MATTHEWS COMMERCIAL TIRE CTR	022519	31731	54	10-149-382	452.44	STOCK
Check Date	10/18/2007	Check Nbr	014469	Check Total:	452.44	

Date: Thursday, October 18, 2007
Time: 08:56AM
User: MGRIESBACH

CITY OF MENASHA
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Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
13360 MENASHA ELECTRIC & WATER UTILI	002837	31201	54	10-302-250	20,188.37	AUGUST SEWER CHARGES
	100207	31100	12	04-399-000	1,248.08	FIRE DEPT
	100207	31100	12	04-399-000	158.98	FIRE DEPT
	100207	31100	52	08-101-223	1,723.55	POLICE DEPT
	100207	31100	52	08-101-225	219.55	POLICE DEPT
	100207	31100	54	10-131-223	224.03	TRAFFIC LIGHTS
	100207	31100	54	10-131-225	58.15	TRAFFIC LIGHTS
	100207	31731	54	10-149-223	1,159.29	PWF
	100207	31731	54	10-149-225	318.07	PWF
	100207	31201	54	10-301-223	46.33	LIFT STATIONS
	100207	31266	54	10-308-223	8.48	RECYCLING
	100207	31100	55	06-101-225	3,538.51	LIBRARY
	100207	31100	55	06-101-225	554.84	LIBRARY
	100207	31100	55	07-202-223	1,535.45	PARKS
	100207	31100	55	07-202-225	17.42	PARKS
	100207	31100	55	07-203-223	905.29	SWIM POOL
	100207	31100	55	07-203-225	407.42	SWIM POOL
	100207	31207	55	07-205-225	54.29	TRAFFIC LIGHTS
	100207	31100	55	10-215-223	198.85	LIFT BRIDGES
Check Date 10/18/2007 Check Nbr 014470 Check Total:					32,564.95	
13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020	2,007.00	
	Check Date 10/18/2007 Check Nbr 014471 Check Total:					2,007.00
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031	224.00	
	Check Date 10/18/2007 Check Nbr 014472 Check Total:					224.00
13492 MERCURY WASTE SOLUTIONS LLC	UG013933	31100	55	07-203-204	561.00	MERCURY RECYCLE
	Check Date 10/18/2007 Check Nbr 014473 Check Total:					561.00

Date: Thursday, October 18, 2007
Time: 08:56AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 5 of 8
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
13550 MICHELS MATERIALS	187770	31485	56	03-202-822	1,331.75	NATURES WAY
	188195	31485	56	03-202-822	1,106.19	NATURES WAY
	188196	31485	56	03-202-822	2,490.61	NATURES WAY
	Check Date	10/18/2007	Check Nbr	014474	Check Total:	4,928.55
13755 MORTON SAFETY	222592	31731	54	10-149-300	23.20	EAR PLUGS
	204685	31731	54	10-149-215	61.89	COLD PACKS/IBUPROFEN/ANTACID
	204686	31100	55	07-202-215	27.93	SUPPLIES/PARK
	Check Date	10/18/2007	Check Nbr	014475	Check Total:	113.02
15080 OFFICEMAX CONTRACT INC	925683	31100	51	02-105-310	66.91	OFFICE SUPPLIES
	Check Date	10/18/2007	Check Nbr	014476	Check Total:	66.91
16300 PIGGLY WIGGLY #24	3526	31100	55	07-201-300	12.60	MARATHON BALLOONS
	Check Date	10/18/2007	Check Nbr	014478	Check Total:	12.60
16806 PRN HEALTH SERVICES INC	040237	31100	53	09-102-215	990.00	SCHOOL NURSE
	Check Date	10/18/2007	Check Nbr	014480	Check Total:	990.00
16805 PRO-X SYSTEMS LAWCARE	87552	31100	55	07-202-206	113.80	WINTERIZATION
	87554	31100	55	07-202-206	188.36	WINTERIZATION
	Check Date	10/18/2007	Check Nbr	014479	Check Total:	302.16
17060 QUALITY CONCRETE & EXCAVATING	2007-02(FINAL)	31100	54	10-133-822	53,489.20	CONCRETE SIDEWALK RECONSTRUCT
	Check Date	10/18/2007	Check Nbr	014481	Check Total:	53,489.20
18160 REDI-WELDING CO	13589	31731	54	10-149-300	30.19	WELDING
	Check Date	10/18/2007	Check Nbr	014482	Check Total:	30.19

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18280 RESERVE ACCOUNT	101607	31100	13	04-109-000	6,000.00	
Check Date	10/18/2007	Check Nbr	014483	Check Total:	6,000.00	
19160 SCHILLER'S TREE SERVICE INC	15335	31100	56	07-101-206	1,656.25	TREE REMOVAL/384 WINNEBAGO
Check Date	10/18/2007	Check Nbr	014485	Check Total:	1,656.25	
19320 SHADE TODAY NURSERY	4883	31100	56	07-101-300	649.00	TREES
	4886	31100	56	07-101-300	3,565.50	TREES
Check Date	10/18/2007	Check Nbr	014486	Check Total:	4,214.50	
19356 SHERWIN-WILLIAMS CO	6634-9	31100	55	07-202-300	126.80	PAINT/PICNIC TABLES
Check Date	10/18/2007	Check Nbr	014487	Check Total:	126.80	
19388 DUANE SHUKOSKI	150	31100	55	07-201-320	45.00	STREAMING VIDEO
Check Date	10/18/2007	Check Nbr	014488	Check Total:	45.00	
19435 SNAP-ON TOOLS	214120298-17255	31731	54	10-149-315	2,195.00	COOLANT EXCHANGE
Check Date	10/18/2007	Check Nbr	014489	Check Total:	2,195.00	
19585 SPORTS GRAPHICS	3893A	31100	55	07-201-300	605.75	PROGRAM JERSEYS
Check Date	10/18/2007	Check Nbr	014490	Check Total:	605.75	
19640 STAN'S INDUSTRIAL WOODWORK INC	16959	31100	54	10-111-300	545.14	STAKING SUPPLIES
Check Date	10/18/2007	Check Nbr	014491	Check Total:	545.14	
19775 SUPERIOR CHEMICAL CORP	36325	31100	13	04-106-000	150.24	URINAL BLOCKS/FRESHENER
Check Date	10/18/2007	Check Nbr	014492	Check Total:	150.24	

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20145 THEDACARE	9755743	31100	52	08-101-215	110.40	VENIPUNCTURE
	9755744	31100	52	08-101-215	331.20	VENIPUNCTURE
	Check Date	10/18/2007	Check Nbr	014493	Check Total:	441.60
20270 TOTAL ENERGY SYSTEMS LLC	177446	31100	51	10-115-240	276.08	REPLACE GENERATOR SWITCH
	Check Date	10/18/2007	Check Nbr	014494	Check Total:	276.08
20325 TRAFFIC & PARKING CONTROL CO	280704	31100	54	10-131-300	1,221.34	STOCK ON HAND NEEDED
	Check Date	10/18/2007	Check Nbr	014495	Check Total:	1,221.34
21045 UNIFIRST CORPORATION	0970020252	31731	54	10-149-201	69.01	MAT/MOP/CLOTHING SERVICE
	Check Date	10/18/2007	Check Nbr	014496	Check Total:	69.01
21226 US OIL CO INC	M79303	31731	54	10-149-300	549.45	PENZOIL MULTIVEH ATF
	M79278	31731	54	10-149-300	1,208.69	WIDE RANGE ATF
	Check Date	10/18/2007	Check Nbr	014498	Check Total:	1,758.14
21160 UW-FOX VALLEY	101707	31100	12	04-399-000	400.00	VIDEOTAPING FISHING ADVISORY
	Check Date	10/18/2007	Check Nbr	014497	Check Total:	400.00
15190 VEOLIA ENVIRONMENTAL SERVICES	B4174336	31100	12	04-399-000	71.07	BROAD ST RECYCLING
	Check Date	10/18/2007	Check Nbr	014477	Check Total:	71.07
23152 WE ENERGIES	100407	31100	53	09-102-224	14.60	226 MAIN ST
	092507	31100	53	07-401-223	8.19	NORTH ST
	092507	31100	53	07-401-223	9.01	NORTH ST
	Check Date	10/18/2007	Check Nbr	014499	Check Total:	31.80

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23275 WINNEBAGO COUNTY TREASURER	LF112586	31100	54	10-304-250	7,536.24	LANDFILL FACILITY
	LF112586	31100	54	10-305-216	2,267.89	LANDFILL FACILITY
	LF112586	31266	54	10-307-216	1,740.00	LANDFILL FACILITY
Check Date	10/18/2007	Check Nbr	014500	Check Total:	11,544.13	
23371 WISCONSIN DEPT OF JUSTICE-TIME	L7101T	31100	52	08-101-216	60.00	NAME SEARCHES
	Check Date	10/18/2007	Check Nbr	014501	Check Total:	60.00
23450 WISCONSIN STATE LAB OF HYGIENE		31100	53	09-103-215	22.00	TESTING NITRATE
	Check Date	10/18/2007	Check Nbr	014502	Check Total:	22.00
23455 WISCONSIN SUPPORT COLLECTIONS		31100	21	04-299-015	436.31	
		31100	21	04-299-016	138.40	
	Check Date	10/18/2007	Check Nbr	014503	Check Total:	574.71
23470 WISCONSIN WEIGHTS & MEASURES	101207	31100	52	09-307-320	20.00	MEMBERSHIP/T DREW
	101207	31100	52	09-307-332	70.00	CONFERENCE REGISTRATION/T DREW
	Check Date	10/18/2007	Check Nbr	014504	Check Total:	90.00
Grand Total:					246,112.27	

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01050 ACC PLANNED SERVICE INC	12495	31100	55	06-101-240	148.50	CHILLER REPAIR
	Check Date	10/24/2007	Check Nbr	014505	Check Total:	148.50
01160 ALLIANCE ENTERTAINMENT CORP	PJB28369942	31100	55	06-101-314	14.15	LIBRARY MATERIALS
	PJB28424549	31100	55	06-101-314	434.98	LIBRARY MATERIALS
	PJB28433034	31100	55	06-101-314	100.36	LIBRARY MATERIALS
	PJB28571918	31100	55	06-101-314	235.44	LIBRARY MATERIALS
	Check Date	10/24/2007	Check Nbr	014506	Check Total:	784.93
01528 AMAZON CREDIT PLAN	897584248576622	31100	55	06-101-314	69.40	LIBRARY MATERIALS
	870439373935275	31100	55	06-101-314	43.14	LIBRARY MATERIALS
	Check Date	10/24/2007	Check Nbr	014507	Check Total:	112.54
02115 BAKER & TAYLOR INC	H08335090	31100	55	06-101-314	28.79	LIBRARY MATERIALS
	H08668150	31100	55	06-101-314	75.53	LIBRARY MATERIALS
	H08668151	31100	55	06-101-314	40.96	LIBRARY MATERIALS
	H08668152	31100	55	06-101-314	43.19	LIBRARY MATERIALS
	H09349310	31100	55	06-101-314	56.10	LIBRARY MATERIALS
	H09349311	31100	55	06-101-314	85.62	LIBRARY MATERIALS
	H09349312	31100	55	06-101-314	20.87	LIBRARY MATERIALS
	H09409020	31100	55	06-101-314	177.02	LIBRARY MATERIALS
	H09698170	31100	55	06-101-314	83.48	LIBRARY MATERIALS
	H09963520	31100	55	06-101-314	39.58	LIBRARY MATERIALS
	H09963521	31100	55	06-101-314	80.54	LIBRARY MATERIALS
	H09963522	31100	55	06-101-314	63.33	LIBRARY MATERIALS
	H10062920	31100	55	06-101-314	107.95	LIBRARY MATERIALS
	H10158560	31100	55	06-101-314	43.18	LIBRARY MATERIALS
	H10499110	31100	55	06-101-314	19.43	LIBRARY MATERIALS
	H10499111	31100	55	06-101-314	244.68	LIBRARY MATERIALS
	5008206534	31100	55	06-101-314	141.53	LIBRARY MATERIALS
	5008244880	31100	55	06-101-314	276.96	LIBRARY MATERIALS
	2019283030	31100	55	06-101-314	224.29	LIBRARY MATERIALS

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	2019314182	31100	55	06-101-314	329.60	LIBRARY MATERIALS
	2019326853	31100	55	06-101-314	427.15	LIBRARY MATERIALS
	2019366992	31100	55	06-101-314	323.60	LIBRARY MATERIALS
	2019379231	31100	55	06-101-314	532.47	LIBRARY MATERIALS
	2019406027	31100	55	06-101-314	224.33	LIBRARY MATERIALS
	2019405723	31100	55	06-101-314	323.66	LIBRARY MATERIALS
	2019435211	31100	55	06-101-314	231.98	LIBRARY MATERIALS
	2019456831	31100	55	06-101-314	372.54	LIBRARY MATERIALS
	2019464609	31100	55	06-101-314	247.66	LIBRARY MATERIALS
	2019494322	31100	55	06-101-314	127.25	LIBRARY MATERIALS
	2019502539	31100	55	06-101-314	880.76	LIBRARY MATERIALS
	2019456831DUP	31100	55	06-101-316	41.15	PROGRAM SUPPLIES
Check Date 10/24/2007 Check Nbr 014510 Check Total:					5,915.18	
02628 JOSEPH BONGERS	10202007	31100	55	06-101-331	75.66	MILEAGE REIMBURSEMENT
Check Date 10/24/2007 Check Nbr 014511 Check Total:					75.66	
02635 BOOK WHOLESALERS INC	M115109A	31100	55	06-101-300	49.47	DEPARTMENT SUPPLY
	2950829	31100	55	06-101-314	150.87	LIBRARY MATERIALS
	M107556A	31100	55	06-101-314	5.22	LIBRARY MATERIALS
	M112153A	31100	55	06-101-314	32.27	LIBRARY MATERIALS
	M117059A	31100	55	06-101-314	82.48	LIBRARY MATERIALS
Check Date 10/24/2007 Check Nbr 014512 Check Total:					320.31	
03265 CENTER POINT LARGE PRINT	662828	31100	55	06-101-314	38.34	LIBRARY MATERIALS
Check Date 10/24/2007 Check Nbr 014513 Check Total:					38.34	
03565 COMMUNICATION SUPPORT INC	21316	31100	55	06-101-240	300.00	MAINTENANCE CONTRACT
Check Date 10/24/2007 Check Nbr 014514 Check Total:					300.00	

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04195 DEMCO INC	2984854	31100	55	06-101-300	20.66	DEPARTMENT SUPPLY
	Check Date 10/24/2007	Check Nbr	014515		Check Total: 20.66	
06413 FOX CINEMA	10202007	31100	55	06-101-316	20.00	PROGRAM SUPPLIES
	Check Date 10/24/2007	Check Nbr	014516		Check Total: 20.00	
06664 MICHAEL FREDERICK	146609	31100	55	06-101-314	25.00	LIBRARY MATERIALS
	Check Date 10/24/2007	Check Nbr	014517		Check Total: 25.00	
07110 GAYLORD BROTHERS INC	1082447	31100	55	06-101-300	222.27	DEPARTMENT SUPPLIES
	Check Date 10/24/2007	Check Nbr	014518		Check Total: 222.27	
07150 GENERAL BOOK COVERS	70877	31100	55	06-101-300	227.01	DEPARTMENT SUPPLIES
	Check Date 10/24/2007	Check Nbr	014519		Check Total: 227.01	
08130 HARRIS INFO SOURCE	10096783	31100	55	06-101-314	225.10	LIBRARY MATERIALS
	Check Date 10/24/2007	Check Nbr	014520		Check Total: 225.10	
09135 INGRAM LIBRARY SERVICES	31327477	31100	55	06-101-314	97.28	LIBRARY MATERIALS
	31397244	31100	55	06-101-314	81.30	LIBRARY MATERIALS
	31397245	31100	55	06-101-314	120.23	LIBRARY MATERIALS
	31531089	31100	55	06-101-314	71.04	LIBRARY MATERIALS
	Check Date 10/24/2007	Check Nbr	014521		Check Total: 369.85	
11155 KITZ & PFEIL INC	0822090015	31100	55	06-101-313	9.38	HOUSEKEEPING SUPPLIES
	Check Date 10/24/2007	Check Nbr	014522		Check Total: 9.38	
11235 KONE INC	17567209	31100	55	06-101-240	626.49	ELEVATOR SERVICE
	Check Date 10/24/2007	Check Nbr	014523		Check Total: 626.49	

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12510 MARGE LOCH-WOUTERS	10202007	31100	55	06-101-300	4.19	DEPARTMENT SUPPLY
	10212007	31100	55	06-101-316	15.00	PROGRAM SUPPLIES
	10222007	31100	55	06-101-338	10.00	MEAL REIMBURSEMENT
Check Date	10/24/2007	Check Nbr	014524	Check Total:	29.19	
13045 MANDERFIELD BAKERY	277052	31100	55	06-101-316	4.95	PROGRAM SUPPLIES
	Check Date	10/24/2007	Check Nbr	014525	Check Total:	4.95
13100 MARSHALL CAVENDISH CORP	R770217	31100	55	06-101-314	137.07	LIBRARY MATERIALS
	Check Date	10/24/2007	Check Nbr	014526	Check Total:	137.07
13405 MENASHA LIBRARY STAFF ASSN	10202007	31100	55	06-101-338	24.48	MEAL REIMBURSEMENT
	Check Date	10/24/2007	Check Nbr	014527	Check Total:	24.48
13610 MIDWEST TAPE	1487707	31100	55	06-101-314	87.96	LIBRARY MATERIALS
	1487708	31100	55	06-101-314	128.90	LIBRARY MATERIALS
	1484312	31100	55	06-101-314	14.99	LIBRARY MATERIALS
	1487313	31100	55	06-101-314	104.94	LIBRARY MATERIALS
	1496284	31100	55	06-101-314	114.95	LIBRARY MATERIALS
	1491552	31100	55	06-101-314	179.89	LIBRARY MATERIALS
	1496285	31100	55	06-101-314	30.98	LIBRARY MATERIALS
	Check Date	10/24/2007	Check Nbr	014528	Check Total:	662.61
13720 MODERN BUSINESS MACHINES	26137847	31100	55	06-101-243	220.80	SERVICE CONTRACT
	Check Date	10/24/2007	Check Nbr	014529	Check Total:	220.80
15045 OFFICE DEPOT	142023255000	31100	55	06-101-310	-5.99	CREDIT
	142038590000	31100	55	06-101-310	128.50	OFFICE SUPPLIES
	142118051000	31100	55	06-101-310	61.12	OFFICE SUPPLIES
	Check Date	10/24/2007	Check Nbr	014530	Check Total:	183.63

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16300 PIGGLY WIGGLY #24	10202007	31100	55	06-101-313	4.18	HOUSEKEEPING SUPPLIES
	Check Date	10/24/2007	Check Nbr	014531	Check Total:	4.18
17050 QUALITY BOOKS INC	112539	31100	55	06-101-314	1,321.72	LIBRARY MATERIALS
	112540	31100	55	06-101-314	470.68	
	112548	31100	55	06-101-314	1,220.86	LIBRARY MATERIALS
	112779	31100	55	06-101-314	36.04	LIBRARY MATERIALS
	Check Date	10/24/2007	Check Nbr	014532	Check Total:	3,049.30
18094 RANDOM HOUSE INC	1083616425	31100	55	06-101-314	120.00	LIBRARY MATERIALS
	1083616426	31100	55	06-101-314	18.71	LIBRARY MATERIALS
	1083660266	31100	55	06-101-314	120.00	LIBRARY MATERIALS
	183660267	31100	55	06-101-314	120.00	LIBRARY MATERIALS
	1083662392	31100	55	06-101-314	48.00	LIBRARY MATERIALS
	1083676017	31100	55	06-101-314	44.00	LIBRARY MATERIALS
	1083704882	31100	55	06-101-314	88.00	LIBRARY MATERIALS
	1083742022	31100	55	06-101-314	64.00	LIBRARY MATERIALS
	1083742023	31100	55	06-101-314	64.00	LIBRARY MATERIALS
	1083742024	31100	55	06-101-314	64.00	LIBRARY MATERIALS
	1083742025	31100	55	06-101-314	48.00	LIBRARY MATERIALS
	1083787201	31100	55	06-101-314	20.21	LIBRARY MATERIALS
	Check Date	10/24/2007	Check Nbr	014533	Check Total:	818.92
19200 SCHOLASTIC LIBRARY PUBLISHING	11200223	31100	55	06-101-314	144.30	LIBRARY MATERIALS
	Check Date	10/24/2007	Check Nbr	014534	Check Total:	144.30
19290 KRIS SEEFELDT	10202007	31100	55	06-101-338	10.00	MEAL REIMBURSEMENT
	Check Date	10/24/2007	Check Nbr	014535	Check Total:	10.00
20173 THIRD STREET DINER	10202007	31100	55	06-101-316	30.00	PROGRAM SUPPLIES
	Check Date	10/24/2007	Check Nbr	014536	Check Total:	30.00

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20191 THOMSON GALE	RM853105	31100	55	06-101-314	-113.62	CREDIT
	15360627	31100	55	06-101-314	568.10	LIBRARY MATERIALS
	15363350	31100	55	06-101-314	38.93	LIBRARY MATERIALS
	15373068	31100	55	06-101-314	31.95	LIBRARY MATERIALS
	15379792	31100	55	06-101-314	33.95	LIBRARY MATERIALS
	15385827	31100	55	06-101-314	33.95	LIBRARY MATERIALS
Check Date	10/24/2007	Check Nbr	014537	Check Total:	593.26	
21054 UNIQUE MANAGEMENT SERVICES INC	167313	31100	46	04-171-000	259.55	COLLECTION AGENCY FEE
	Check Date	10/24/2007	Check Nbr	014538	Check Total:	259.55
23293 WINNEFOX LIBRARY SYSTEM	2739	31100	55	06-101-311	1,130.18	QUARTERLY POSTAGE
	2762	31100	55	06-101-314	26.50	LIBRARY MATERIALS
Check Date	10/24/2007	Check Nbr	014539	Check Total:	1,156.68	
Grand Total:					16,770.14	

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01050 ACC PLANNED SERVICE INC	12494	31100	51	10-115-240	65.00	CHECK VAV BOX AIR FLOW 2ND FLR
	12494	31100	52	05-201-240	33.24	REPLACE FUSE/AIR/PD/FD
	12494	31100	52	08-101-240	49.86	REPLACE FUSE/AIR/PD/FD
	12493	31100	53	09-102-240	150.00	CHECKED FURNACES/AC UNITS
Check Date	10/25/2007	Check Nbr	014540	Check Total:	298.10	
01120 AD QUEST PROMOTIONS INC	3819	31100	55	04-221-316	321.95	PILL CASE W/BANDAGE COMPART
	Check Date	10/25/2007	Check Nbr	014541	Check Total:	321.95
01210 AFFINITY OCCUPATIONAL HEALTH	211930	31100	51	02-105-215	69.50	DRUG SCREENING
	211929	31100	51	02-105-215	247.50	DRUG SCREENING
	211797	31100	51	02-105-215	94.50	PRE PLACEMENT EXAM
	Check Date	10/25/2007	Check Nbr	014542	Check Total:	411.50
01315 AIRGAS NORTH CENTRAL	105038869	31731	54	10-149-242	51.30	ACETYLENE/ARGON/OXYGEN CYL
	15038868	31100	55	07-202-204	25.20	ACETYLENE/ARGON/OXYGEN CYL
	Check Date	10/25/2007	Check Nbr	014543	Check Total:	76.50
01613 AMERICAN PAVEMENT SOLUTIONS		31100	54	10-121-212	1,779.20	2006 CRACK SEALING RETAINAGE
	Check Date	10/25/2007	Check Nbr	014544	Check Total:	1,779.20
01675 AMT		31100	21	04-299-022	150.00	
	Check Date	10/25/2007	Check Nbr	014545	Check Total:	150.00
01730 APPLETON COMPRESSOR SERVICE &	0069969-IN	31731	54	10-149-383	1.56	RUBBER WASHERS
	Check Date	10/25/2007	Check Nbr	014546	Check Total:	1.56
01775 CITY OF APPLETON	169344	31100	54	03-204-250	43,590.00	4TH QTR VALLEY TRANSIT SVCS
	Check Date	10/25/2007	Check Nbr	014547	Check Total:	43,590.00

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01842 ASSOCIATED APPRAISAL	5498	31100	51	04-107-219	4,708.33	NOVEMBER PROFESSIONAL SERVICES
	5498	31100	51	04-107-310	14.24	OCTOBER EXPENSES
	Check Date	10/25/2007	Check Nbr	014548	Check Total:	4,722.57
01920 AVASTONE TECHNOLOGIES LLC	60499-A	31100	51	04-107-214	255.00	DATABASE WORK COM DEV/ASSESSOR
	Check Date	10/25/2007	Check Nbr	014549	Check Total:	255.00
01930 AYRES ASSOCIATES INC	0120258	31100	54	10-111-212	1,185.00	UNDERWATER BRIDGE INSPECTION
	Check Date	10/25/2007	Check Nbr	014550	Check Total:	1,185.00
02040 BADGER HIGHWAYS CO INC	138057	31100	54	10-122-300	2,264.40	HOTMIX ASPHALT
	138075	31100	54	10-122-300	80.00	TACK COAT
	138168	31485	54	10-121-300	711.61	NATURES WAY RECYCLE MATERIAL
	138168	31100	54	10-122-300	730.75	EXCAVATIONS
	Check Date	10/25/2007	Check Nbr	014551	Check Total:	3,786.76
02260 BAYCOM INC	204198	31100	52	08-101-295	1,596.44	SQUAD CHANGEOVER
	Check Date	10/25/2007	Check Nbr	014552	Check Total:	1,596.44
02335 BECK ELECTRIC INC	D285	31100	54	10-131-204	180.80	REPLACE KEY SWITCHES MAPLEWOOD
	D311	31100	54	10-131-300	33.60	KEYS/SCHOOL CROSSING LIGHTS
	D252	31100	13	04-106-000	71.52	LIBRARY HALL LIGHT BALLAST
	Check Date	10/25/2007	Check Nbr	014553	Check Total:	285.92
02410 BERGSTROM	FOCS106501	31100	52	08-101-295	390.29	VEHICLE REPAIR
	212090-1	31731	54	10-149-383	20.16	KNOB ASSEMBLY
	Check Date	10/25/2007	Check Nbr	014554	Check Total:	410.45

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02796 BUBRICK'S	67155	31100	52	05-201-310	519.31	DRY ERASE BOARD/TRAINING ROOM
	67916	31100	52	05-201-310	409.05	BOARD/TRAINING ROOM/35
	Check Date	10/25/2007	Check Nbr	014555	Check Total:	928.36
03045 CALNIN & GOSS INC	11717	31100	54	10-121-300	140.00	SHREDDED TOPSOIL
	Check Date	10/25/2007	Check Nbr	014556	Check Total:	140.00
03585 COMMUNITY HOUSING COORDINATOR	93	31100	56	03-202-216	1,600.00	HOUSING PLAN OCTOBER 2007
	Check Date	10/25/2007	Check Nbr	014558	Check Total:	1,600.00
03842 CULLIGAN WATERCARE SERVICES	093007	31100	51	10-115-201	17.85	COOLER RENTAL
	093007	31731	54	10-149-313	5.95	COOLER RENTAL
	Check Date	10/25/2007	Check Nbr	014559	Check Total:	23.80
04136 DAVIS & STANTON	14026	31100	52	08-101-315	47.00	UNIFORM COMMENTATION BARS
	Check Date	10/25/2007	Check Nbr	014560	Check Total:	47.00
04275 DIGICORPORATION	50912	31100	13	04-113-000	-26.32	BUSINESS CARDS
	50912	31100	52	08-101-291	124.32	BUSINESS CARDS
	Check Date	10/25/2007	Check Nbr	014561	Check Total:	98.00
06115 FERRELLGAS	1017198944	31731	54	10-149-300	29.81	LIQUEFIED PETROLUUM GAS
	Check Date	10/25/2007	Check Nbr	014562	Check Total:	29.81
06135 JAMES M FICO PHD		31100	52	08-101-215	300.00	INTERVIEW/TESTING/EVALUATION
	Check Date	10/25/2007	Check Nbr	014563	Check Total:	300.00
06565 FOX VALLEY HUMANE ASSOCIATION	101007	31100	53	08-115-250	1,437.83	33 ANIMALS/SEPTEMBER 2007
	Check Date	10/25/2007	Check Nbr	014564	Check Total:	1,437.83

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07210 GERMANIA HALL	1045	31100	55	04-221-316	982.00	25 YEAR DINNER
	Check Date	10/25/2007	Check Nbr	014565	Check Total:	982.00
07580 GUNDERSON UNIFORM & LINEN RENT	1222328	31100	51	10-115-201	14.46	MAT/MOP SERVICE
	1222328	31100	53	09-212-313	3.36	MAT/MOP SERVICE
	1222328	31100	55	07-202-313	3.36	MAT/MOP SERVICE
	Check Date	10/25/2007	Check Nbr	014566	Check Total:	21.18
07583 GUNSLINGERS LLC	464004	31100	52	08-101-315	425.00	REMINGTON BARREL/CHAMBER REPAI
	Check Date	10/25/2007	Check Nbr	014567	Check Total:	425.00
09290 INTERSTATE BATTERY OF GREEN BA	160791	31731	54	10-149-383	53.95	BATTERY
	Check Date	10/25/2007	Check Nbr	014568	Check Total:	53.95
10230 JOHN'S SAW SERVICE	8089	31731	54	10-149-383	35.98	2 ELASTO STARTS
	Check Date	10/25/2007	Check Nbr	014569	Check Total:	35.98
10335 JX ENTERPRISES INC	D272680063	31731	54	10-149-383	7.50	STOCK
	Check Date	10/25/2007	Check Nbr	014570	Check Total:	7.50
11104 KEYPER SYSTEMS	36103	31100	52	08-101-295	45.66	ACCESS PEGS
	Check Date	10/25/2007	Check Nbr	014571	Check Total:	45.66
11365 KUNDINGER FLUID POWER INC	P-62459-0	31731	54	10-149-383	42.30	NYLOTURBE TUBING/BUSHINGS
	Check Date	10/25/2007	Check Nbr	014572	Check Total:	42.30
12130 LANDLORD SERVICES LLC	2816	31100	52	08-101-216	32.00	CHECKS ON STILES/SAWYER
	Check Date	10/25/2007	Check Nbr	014573	Check Total:	32.00

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12205 LARSON ENGINEERING OF WI	0009621	31485	56	03-202-212	95.00	FOUNDATION INVESTIGATION
Check Date	10/25/2007	Check Nbr	014574	Check Total:	95.00	
12375 LEVENHAGEN CORPORATION	60806	31207	55	07-205-381	1,533.06	LEAD FREE GAS
	60836	31207	55	07-205-381	4,008.67	LEAD FREE GAS
Check Date	10/25/2007	Check Nbr	014575	Check Total:	5,541.73	
12450 LINCOLN CONTRACTORS SUPPLY INC	10393840	31731	54	10-149-383	86.48	MANIFOLD/GUARD
Check Date	10/25/2007	Check Nbr	014576	Check Total:	86.48	
13149 MATTHEWS COMMERCIAL TIRE CTR	022657	31731	54	10-149-382	31.00	TIRE REPAIR
	022594	31731	54	10-149-382	24.05	TIRE/TUBE
	022654	31731	54	10-149-382	-18.41	TIRE RETURN
	022653	31731	54	10-149-382	19.78	DECK TIRE
Check Date	10/25/2007	Check Nbr	014577	Check Total:	56.42	
13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020	2,007.00	
		31100	21	04-299-020	19,593.00	
Check Date	10/25/2007	Check Nbr	014578	Check Total:	21,600.00	
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031	232.00	
Check Date	10/25/2007	Check Nbr	014579	Check Total:	232.00	
13377 MENASHA EMPLOYEES LOCAL 1035B		31100	21	04-299-032	249.16	
Check Date	10/25/2007	Check Nbr	014580	Check Total:	249.16	

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13460 MENASHA TREASURER	102307	31100	51	02-105-310	30.58	OFFICE SUPPLIES
	102307	31100	51	04-106-311	1.85	POSTAGE/ERP BUDGET
	102307	31100	52	08-101-311	4.60	POSTAGE
	102307	31100	53	09-102-311	9.80	STAMPS
	102307	31100	53	09-102-337	8.00	NEWLEAP BREAKFAST
	102307	31100	53	09-108-300	10.47	DENTAL SEALANT SUPPLIES
	102307	31100	53	09-118-331	7.42	MILEAGE/KJEMHUS
	102307	31100	54	10-111-311	0.33	POSTAGE
	102307	31201	54	10-301-300	4.00	COPIES
	102307	31266	54	10-307-311	3.62	CERTIFIED MAIL/ENG
	102307	31100	55	04-221-310	29.29	CERTIFICATE FRAMES
Check Date 10/25/2007 Check Nbr 014581 Check Total:					109.96	
13550 MICHELS MATERIALS	188648	31485	56	03-202-822	1,761.21	STONE/NATURES WAY
	188649	31485	56	03-202-822	2,555.27	STONE/NATURES WAY
Check Date 10/25/2007 Check Nbr 014582 Check Total:					4,316.48	
13720 MODERN BUSINESS MACHINES	26136485	31100	51	10-115-243	280.32	CONTRACT PARTS/LABOR/TONER ETC
Check Date 10/25/2007 Check Nbr 014583 Check Total:					280.32	
13785 MOTION INDUSTRIES INC	WI25-422823	31731	54	10-149-383	315.58	HOSE
Check Date 10/25/2007 Check Nbr 014584 Check Total:					315.58	
14155 NAUT'S LANDING	159	31100	55	07-203-338	40.79	PIZZA FOR POOL STAFF
Check Date 10/25/2007 Check Nbr 014585 Check Total:					40.79	
14175 NEENAH FOUNDRY CO	23685	31201	54	10-301-300	5,335.25	24 FRAMES/LIDS
Check Date 10/25/2007 Check Nbr 014586 Check Total:					5,335.25	

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14205 CITY OF NEENAH TREASURER	102207	31100	52	05-201-250	222,209.00	N/M FIRE RESCUE/NOVEMBER 2007
Check Date	10/25/2007	Check Nbr	014587	Check Total:	222,209.00	
15080 OFFICEMAX CONTRACT INC	181476	31100	54	10-111-310	53.48	OFFICE SUPPLIES
	181476	31100	55	07-201-310	54.86	OFFICE SUPPLIES
	181476	31100	56	03-202-310	44.89	OFFICE SUPPLIES
	904799	31100	54	10-111-310	47.76	OFFICE SUPPLIES/ENGINEERING
	904799	31100	55	07-201-310	50.80	OFFICE SUPPLIES/PARK/REC
Check Date	10/25/2007	Check Nbr	014588	Check Total:	251.79	

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03405 ONE COMMUNICATIONS	100107	31100	12	04-399-000	11.97	BUILD INSPECT
	100107	31100	12	04-399-000	462.82	BILL MENASHA UTILITIES
	100107	31207	12	04-399-000	28.35	MARINA
	100107	31100	51	01-102-221	10.42	MAYOR
	100107	31100	51	02-103-221	4.89	ATTORNEY
	100107	31100	51	02-104-221	20.26	CLERK
	100107	31100	51	02-105-221	15.23	PERSONNEL
	100107	31100	51	04-106-221	42.53	FINANCE
	100107	31100	51	04-107-221	4.81	ASSESSOR
	100107	31100	51	04-109-221	35.61	IT
	100107	31100	51	10-115-221	60.67	CITY HALL
	100107	31100	52	05-701-221	57.68	EOC
	100107	31100	52	08-101-221	337.35	POLICE
	100107	31100	53	09-102-221	86.48	HEALTH
	100107	31100	53	09-212-221	27.85	SENIOR CENTER
	100107	31100	54	10-111-221	55.85	ENGINEERING
	100107	31100	54	10-131-221	4.81	SIGN SHOP
	100107	31731	54	10-149-221	41.13	GARAGE
	100107	31100	55	06-101-221	156.77	LIBRARY
	100107	31100	55	07-201-221	22.43	RECREATION
	100107	31100	55	07-202-221	80.22	PARKS
	100107	31100	55	07-203-221	33.88	POOL
	100107	31100	55	10-215-221	41.68	BRIDGES
	100107	31100	56	03-202-221	28.31	COM DEV
Check Date 10/25/2007 Check Nbr 014557 Check Total:					1,672.00	
15210 ORIENTAL TRADING CO INC	619238609-01	31100	55	07-201-310	66.50	PUMPKIN HUNT SUPPLIES
	Check Date 10/25/2007 Check Nbr 014589 Check Total:					66.50

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16025 PACKER CITY INTERNATIONAL	3272710014	31731	54	10-149-383	20.84	BEARING
	3272690002	31731	54	10-149-383	180.52	BEARINGS/AIR FILT/LUBEFILT
	Check Date	10/25/2007	Check Nbr	014590	Check Total:	201.36
16095 PARTS ASSOCIATES INC	PAI0689454	31731	54	10-149-300	435.89	WASHERS/BITS/ASSORTED PARTS
	Check Date	10/25/2007	Check Nbr	014591	Check Total:	435.89
16806 PRN HEALTH SERVICES INC	040542	31100	53	09-102-215	1,080.00	SCHOOL NURSE SERVICES
	Check Date	10/25/2007	Check Nbr	014592	Check Total:	1,080.00
16853 PROCON DATA SYSTEMS INC	6025	31100	55	07-201-300	73.00	PUMPKIN HUNT SIGN
	Check Date	10/25/2007	Check Nbr	014593	Check Total:	73.00
18087 RAISERITE CONCRETE	8993-9026	31100	54	10-133-216	7,190.00	SIDEWALK/APRON REPAIR
	Check Date	10/25/2007	Check Nbr	014594	Check Total:	7,190.00
19150 SCHENCK BUSINESS SOLUTIONS	220306	31100	51	04-106-213	3,650.00	FINAL BILLING FOR AUDIT
	220306	31100	55	06-101-213	500.00	FINAL BILLING FOR AUDIT
	Check Date	10/25/2007	Check Nbr	014595	Check Total:	4,150.00
19370 DR TERESA SHOBERG	102207	31100	53	09-102-215	150.00	CITY PHYSICIAN/NOVEMBER 2007
	Check Date	10/25/2007	Check Nbr	014596	Check Total:	150.00
19635 ROBERT STANKE	101907	31100	52	08-101-338	1,057.48	HOTEL/MEALS/IACP TRAINING
	101907	31100	52	08-101-339	26.00	AIRPORT SHUTTLE
	Check Date	10/25/2007	Check Nbr	014597	Check Total:	1,083.48
21045 UNIFIRST CORPORATION	0970020601	31731	54	10-149-201	69.01	MAT/MOP/CLOTHNG SERVICE
	Check Date	10/25/2007	Check Nbr	014598	Check Total:	69.01

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21095 UNITED WAY FOX CITIES		31100	21	04-299-021	99.50	
	Check Date	10/25/2007	Check Nbr	014599	Check Total:	99.50
21227 US OIL CO INC	L32298	31731	54	10-149-242	12.00	SAMPLE
	Check Date	10/25/2007	Check Nbr	014600	Check Total:	12.00
22120 VALLEY POPCORN CO INC	73666	31100	55	07-203-317	46.44	POOL CONCESSIONS
	Check Date	10/25/2007	Check Nbr	014601	Check Total:	46.44
23152 WE ENERGIES	101707	31100	12	04-399-000	90.35	BILL TO N-M FIRE
	101707	31100	51	10-115-224	111.90	CITY HALL
	101707	31100	52	08-101-224	124.78	POLICE
	101707	31100	53	09-212-224	30.25	SENIOR CENTER
	101707	31731	54	10-149-224	29.16	GARAGE
	101707	31100	55	06-101-224	34.44	LIBRARY
	101707	31100	55	07-202-224	3.21	PARKS
	101707	31100	55	07-203-224	1,642.06	POOL
	101707	31207	55	07-205-224	62.71	MARINA
	Check Date	10/25/2007	Check Nbr	014602	Check Total:	2,128.86
23175 WEYERS EQUIPMENT INC	T326699	31731	54	10-149-383	-0.99	GAS POWERED DRILL CREDIT
	T326594	31731	54	10-149-383	8.88	GAS POWERED DRILL
	Check Date	10/25/2007	Check Nbr	014603	Check Total:	7.89
23206 WI ENVIRONMENTAL IMPROVEMENT	102207	31201	12	04-306-000	122,650.41	LOAN PAYMENT
	102207	31201	57	04-201-620	10,426.30	LOAN PAYMENT
	Check Date	10/25/2007	Check Nbr	014604	Check Total:	133,076.71
23275 WINNEBAGO COUNTY TREASURER	102207	31100	51	01-102-332	20.00	SUSTAINABLE FOX VALLEY WORKSH
	Check Date	10/25/2007	Check Nbr	014605	Check Total:	20.00

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23365 WISCONSIN DEPARTMENT OF HEALTH	101907	31100	53	09-103-320	150.00	ASBESTOS CERTIFICATION/T DREW
Check Date	10/25/2007	Check Nbr	014606	Check Total:	150.00	
23455 WISCONSIN SUPPORT COLLECTIONS		31100	21	04-299-015	436.31	
		31100	21	04-299-016	138.40	
		31100	21	04-299-015	894.60	
Check Date	10/25/2007	Check Nbr	014607	Check Total:	1,469.31	
Grand Total:					479,023.23	

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01050 ACC PLANNED SERVICE INC	12695	31100	52	05-201-240	50.25	FILTERS
	12695	31100	52	08-101-240	75.38	FILTERS
	12679	31731	54	10-149-240	1,038.71	BALL BEARINGS/2 FURNACES
	Check Date	11/1/2007	Check Nbr	014608	Check Total:	1,164.34
01450 ALLIED GLOVE & SAFETY PRODUCTS	1/704420	31731	54	10-149-300	61.30	LEATHER DRIVER GLOVES
	Check Date	11/1/2007	Check Nbr	014609	Check Total:	61.30
02040 BADGER HIGHWAYS CO INC	138238	31485	54	10-121-300	506.77	NATURES WAY RECYCLE MATERIAL
	138308	31100	54	10-121-300	20.00	TACK COAT
	138289	31100	54	10-121-300	123.21	HOTMIX ASPHALT
	138289	31485	54	10-121-300	373.05	HOTMIX ASPHALT
	Check Date	11/1/2007	Check Nbr	014610	Check Total:	1,023.03
02050 BADGER LAB & ENGINEERING INC	INV000031518	31201	54	10-301-212	1,238.00	GEORGE WHITING WASTEWATERS
	Check Date	11/1/2007	Check Nbr	014611	Check Total:	1,238.00
02245 CAROL BAUMHARDT	103107	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
	Check Date	11/1/2007	Check Nbr	014612	Check Total:	675.00
02335 BECK ELECTRIC INC	D279	31100	55	07-202-240	177.26	SENSORS FOR LIGHTS/PARKS
	Check Date	11/1/2007	Check Nbr	014613	Check Total:	177.26
02410 BERGSTROM	212350	31731	54	10-149-383	323.57	VEHICLE REPAIR
	98339	31731	54	10-149-383	24.26	VALVE
	212374	31731	54	10-149-383	27.59	SEAL
	Check Date	11/1/2007	Check Nbr	014614	Check Total:	375.42

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03225 CB SUPPLY COMPANY INC	0134029-IN	31731	54	10-149-383	19.50	V-BELT
	0134053-IN	31731	54	10-149-383	71.80	NON RELUBE IDLER/BEARINGS
	Check Date 11/1/2007	Check Nbr	014615	Check Total:	91.30	
04350 DOMINO'S PIZZA	101907	31100	55	07-201-338	65.00	FLAG FOOTBALL CERTIFICATES
	Check Date 11/1/2007	Check Nbr	014616	Check Total:	65.00	
04400 TODD DREW	102407	31100	53	09-103-331	23.28	MILEAGE/JAZZ FEST/EATS
	Check Date 11/1/2007	Check Nbr	014617	Check Total:	23.28	

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05100 ELAN CARDMEMBER SERVICE	101507	31100	21	04-229-000	32.68	SHOPKO/LACROSS/NETT
	101507	31100	21	04-229-000	6.16	FESTIVAL FOODS/LACROSS/NETT
	101507	31100	21	04-229-000	5.04	FESTIVAL FOODS/LACROSS/NETT
	101507	31100	21	04-229-000	3.71	KWIK TRIP/REGRANITE/NETT
	101507	31100	21	04-269-000	698.74	AL JOHNSONS/SISTER BAY/NETT
	101507	31100	21	04-269-000	184.00	DOOR COUNTY COFFEE/NETT
	101507	31100	21	04-289-000	84.45	ORIENTAL TRADING/NETT
	101507	31100	51	01-102-338	309.18	HILTON HOTELS/MAYOR
	101507	31100	51	02-103-333	12.84	ROXY/OSH/BRANDT
	101507	31100	51	02-118-310	107.09	IDCARDGROUPCOM/JAMES
	101507	31100	51	04-109-243	399.00	BARRACUDE NETWORKS/LACEY
	101507	31100	51	04-109-310	11.15	CDW GOVERNMENT/LACEY
	101507	31100	51	04-109-315	74.97	AMAZON.COM/LACEY
	101507	31100	51	04-109-315	16.38	CDW GOVERNMENT/LACEY
	101507	31100	52	08-101-216	24.95	XENONDA LIMITED/STANKE
	101507	31100	52	08-101-243	889.41	CDW GOVERNMENT/LACEY
	101507	31100	52	08-101-295	29.13	EXXONMOBILE/EAU CLAIRE/STANKE
	101507	31100	52	08-101-300	249.99	OPTICS PLANET/STANKE
	101507	31100	52	08-101-310	-107.30	PROADVANTAGE RETURN/JAMES
	101507	31100	52	08-101-315	539.82	BDU COM/STANKE
	101507	31100	52	08-101-315	-699.99	CDW GOVERNMENT/RETURN/LACEY
	101507	31100	52	08-101-333	310.00	COUNTRY INN/MENOMONIE/STANKE
	101507	31100	52	08-101-333	186.00	PLAZA HOTEL/EAU CLAIRE/STANKE
	101507	31100	52	08-101-333	142.00	INN ON THE PARK/MADISON/STANKE
	101507	31100	52	08-101-337	226.82	DOUBLETREE/MILWAUKEE/STANKE
	101507	31100	52	08-101-338	10.43	WATERFRONT BAR/GRILL/STANKE
	101507	31100	52	08-101-338	20.00	GREEN MILL/MENOMONIE/STANKE
	101507	31100	52	08-101-338	10.00	PERKINS/MENOMONIE/STANKE
	101507	31100	52	08-101-338	10.00	STOUT ALE HOUSE/MENOMONIE/STA
	101507	31100	52	08-101-338	61.53	SWEETWATERS/EAUCLAIRE/STANKE
	101507	31100	52	08-101-338	16.30	CULVERS/WIS DELLS/STANKE
	101507	31100	52	08-101-338	42.52	SARGENTOS REST/WIS DELLS/STANK
	101507	31100	52	08-101-338	29.14	MESA GRILL/WIS DELLS/STANKE

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	101507	31100	53	09-103-331	26.01	EXXONMOBIL/TOMAH/NETT
	101507	31100	53	09-103-333	6.82	KWIK TRIP/REGRANITE/NETT
	101507	31100	53	09-103-333	18.21	OUTBACK/ONALASKA/NETT
	101507	31100	53	09-103-333	5.23	OUTBACK/ONALASKA/NETT
	101507	31100	53	09-212-214	47.95	GODADDY.COM/LACEY
	101507	31100	53	09-212-333	124.00	HOTEL/STEVENS PT/NETT
	101507	31100	54	10-111-300	83.88	MILLS FLEET FARM/RADTKE
	101507	31100	55	06-101-300	15.74	RADIOSHACK/LOCH WOUTERS
	101507	31100	55	06-101-300	58.45	OFFICE ERGONOMIX/LOCH WOUTERS
	101507	31100	55	06-101-300	107.14	DISPLAYS 2 GO/LOCH WOUTERS
	101507	31100	55	06-101-310	62.81	TRAINERS WAREHOUSE/LOCH WOUTER
	101507	31100	55	07-201-320	275.00	WIS PARK/REC/TUNGATE
	101507	31100	55	07-201-338	99.00	KALAHARI/WIS DELLS/TUNGATE
	101507	31100	56	03-202-214	19.95	CTO GOTOMYPC.COM/LACEY
	101507	31100	56	03-202-214	19.95	CTO GOTOMYPC.COM/LACEY
Check Date	11/1/2007	Check Nbr	014618	Check Total:	4,906.28	
05187 ENDRIES INTERNATIONAL INC	7661801-00	31100	55	07-202-244	415.00	SCREWS FOR SKATE PARK
Check Date	11/1/2007	Check Nbr	014619	Check Total:	415.00	
06075 FASTENAL COMPANY	WINEE27603	31100	55	07-202-243	34.33	PLAYGROUND REPAIRS/CLOVIS
	WINEE27702	31100	55	07-202-243	31.94	PLAYGROUND REPAIRS/CLOVIS
	WINEE27768	31100	55	07-202-243	238.00	CHAIN/PLAYGROUND EQPT
Check Date	11/1/2007	Check Nbr	014620	Check Total:	304.27	
06115 FERRELLGAS	1018035236	31266	54	10-307-216	47.07	LIQUEFIED PETROLEUM GAS
Check Date	11/1/2007	Check Nbr	014621	Check Total:	47.07	
06460 FOX CITIES PERFORMING ARTS CEN	5070	31100	21	04-269-000	600.00	HIGH SCHOOL MUSICAL
Check Date	11/1/2007	Check Nbr	014622	Check Total:	600.00	

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06470 FOX CITIES ROTARY	103007	31100	51	01-102-333	16.00	VOLUNTEER RECOGNITION REG
Check Date	11/1/2007	Check Nbr	014623	Check Total:	16.00	
07193 GERBER LEISURE PRODUCTS INC	18491	31100	55	07-202-243	87.00	CLOVIS PLAYGROUND PARTS
Check Date	11/1/2007	Check Nbr	014624	Check Total:	87.00	
07250 GMN CONSULTING LLC	3251	31100	51	04-109-214	840.00	IT COVERAGE 9-27/10-1-07
Check Date	11/1/2007	Check Nbr	014625	Check Total:	840.00	
07265 GOOD ARMSTRONG TRAINING	995	31100	53	09-103-337	150.00	ASBESTOS INSPECTOR TRNG/T DREW
Check Date	11/1/2007	Check Nbr	014626	Check Total:	150.00	
07580 GUNDERSON UNIFORM & LINEN RENT	1224191	31100	52	08-101-313	29.95	TOWEL/MAT SERVICE
Check Date	11/1/2007	Check Nbr	014627	Check Total:	29.95	
08465 HOME DEPOT CREDIT SERVICES	560014	31100	53	09-212-240	167.28	ENTRY LIGHTS/SENIOR CENTER
Check Date	11/1/2007	Check Nbr	014628	Check Total:	167.28	
11035 KANN MANUFACTURING CORP	107004	31731	54	10-149-383	391.59	BELTING
Check Date	11/1/2007	Check Nbr	014629	Check Total:	391.59	

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11155 KITZ & PFEIL INC	092114-0059	31100	53	09-212-240	5.74	PAINT/SENIOR CENTER
	092414-0102	31100	53	09-212-240	7.16	PAINT/SENIOR CENTER
	092509-0014	31100	55	07-202-315	19.69	TUBING/HOSE CLAMP FOR PUMP
	092514-0068	31100	53	09-212-240	8.37	SENIOR CENTER PAINT
	092514-0079	31100	55	07-202-315	9.99	BROOM
	092514-0113	31100	51	10-115-315	5.02	WIRE/GROUT BRUSHES
	092714-0178	31100	55	07-202-315	6.72	RECESS BIT TIPS
	092714-0183	31100	51	10-115-315	11.30	MERCURY CLEAN UP KITS
	092809-0008	31100	51	10-115-300	4.47	SPACKLING/PUTTY KNIVES
	092814-0074	31100	55	07-202-240	1.49	BULB/SMITH BATHROOM
	092814-0140	31100	55	07-202-243	3.14	PLAYGROUND TOUCH UP PAINT
	100114-0039	31100	55	07-202-315	8.41	CONNECTOR/HOSE CLAMP/INSERT
	100114-0070	31100	52	08-101-240	7.68	PD HOT WATER LEAK REPAIR
	100114-0104	31100	52	08-101-240	15.85	HOT WATER LINE LEAK REPAIR
	100209-0004	31100	54	10-131-300	8.02	2 UTILITY KNIVES/EPOXY GEL
	100214-0050	31100	55	07-202-243	4.04	PLASTIC WELDER/PLAYGROUND
	100214-0058	31731	54	10-149-383	13.49	GFCI OUTLET
	100214-0064	31100	52	08-101-240	2.24	FOUNTAIN STRAINER
	100414-0004	31100	55	07-202-315	13.98	E-Z CARE BRUSHES
	10050-0001	31100	54	10-121-300	9.88	RECIPRO BLADE/NAILS
	100809-0008	31100	55	07-202-315	6.98	GALV NIPPLES/GALV UNION
	100814-0082	31100	55	07-202-315	32.58	GALV NIPPLES/ELBOWS/COUPLING
	100814-0124	31100	55	07-202-315	0.35	GALV NIPPLE
	100903-0031	31100	55	07-202-240	19.99	WINDOW REPAIR/MEMORIAL BLDG
	100914-0065	31100	55	07-202-240	9.75	CLOVIS VANDALISM REPAIR ITEMS
	101014-0012	31100	55	07-202-315	15.73	SHOP VAC FILTER
	101214-0030	31100	55	07-202-315	11.49	SHRINK TUBING/CONNECTOR ASST
	101214-0141	31100	54	10-124-315	28.51	PAINT BRUSHES/PAD/GLOVES
	101514-0010	31100	55	07-202-243	5.62	FIX DOWNTOWN BIKE RACKS
	101514-0097	31100	51	10-115-313	2.95	DISH SOAP/NIGHT BULB
	101614-0005	31100	54	10-124-315	13.21	FOAM BRUSHES/PAINT CAN
	101614-0058	31731	54	10-149-300	25.29	UTILITY BRUSHES/KNIFE
	101814-0065	31100	54	10-304-300	12.90	KEYS

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	101814-0065	31266	54	10-307-300	12.90	KEYS
	101814-0139	31100	51	10-115-300	8.98	SOLDER/PICTURE HANGING KIT
	101914-0014	31731	54	10-149-300	13.49	LACQUER THINNER
Check Date	11/1/2007	Check Nbr	014632	Check Total:	387.40	
11315 KRUEGER TRUE VALUE	863355	31100	52	08-101-240	21.73	SEALANT FOR LEAK/PD
Check Date	11/1/2007	Check Nbr	014633	Check Total:	21.73	
12250 LAWSON PRODUCTS INC	6103937	31731	54	10-149-300	464.08	BATTERY CABLES
Check Date	11/1/2007	Check Nbr	014634	Check Total:	464.08	
12450 LINCOLN CONTRACTORS SUPPLY INC	10396420	31100	54	10-121-315	547.90	SUPPLIES
Check Date	11/1/2007	Check Nbr	014635	Check Total:	547.90	

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13360 MENASHA ELECTRIC & WATER UTILI	100807	31100	54	10-143-223	14,857.89	STREET LIGHTING CHARGE	
	101607	31100	12	04-399-000	17.71	TRAFFIC LIGHTS	
	101607	31100	51	04-109-214	763.00	DARK FIBER CONNECTION	
	101607	31100	51	10-115-223	1,755.16	CITY BUILDINGS	
	101607	31100	51	10-115-225	243.41	CITY BUILDINGS	
	101607	31100	53	09-102-214	112.50	HEALTH DEPT	
	101607	31100	53	09-102-223	207.58	HEALTH DEPT	
	101607	31100	53	09-102-225	35.72	HEALTH DEPT	
	101607	31100	53	09-212-223	318.39	SENIOR CENTER	
	101607	31100	53	09-212-225	64.93	SENIOR CENTER	
	101607	31100	54	10-131-223	336.25	TRAFFIC LIGHTS	
	101607	31201	54	10-301-223	26.60	LIFT STATION	
	101607	31100	55	04-221-223	8.48	CURTIS REED SQUARE	
	101607	31100	55	07-202-223	1,612.33	PARKS	
	101607	31100	55	07-202-225	725.53	PARKS	
	101607	31207	55	07-205-223	1,609.26	MARINA	
	101607	31207	55	07-205-225	22.84	MARINA	
	101607	31100	55	10-215-223	139.08	LIFT BRIDGES	
	101607	31100	55	10-215-225	34.38	LIFT BRIDGES	
	101607	31456	56	03-501-223	45.51	222 MAIN	
	100107	31100	55	07-202-223	7.40	AISLE OF VALOR	
	Check Date	11/1/2007	Check Nbr	014636		Check Total:	22,943.95
13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020	1,927.00		
Check Date	11/1/2007	Check Nbr	014637		Check Total:	1,927.00	
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031	200.00		
Check Date	11/1/2007	Check Nbr	014638		Check Total:	200.00	

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13440 MENASHA PUBLIC LIBRARY	102907	31100	55	06-101-310	10.69	PETTY CASH
	102907	31100	55	06-101-311	32.01	PETTY CASH
	102907	31100	55	06-101-316	45.55	PETTY CASH
	102907	31100	55	06-101-338	13.46	PETTY CASH
Check Date	11/1/2007	Check Nbr	014639	Check Total:	101.71	
13445 MENASHA PUBLIC WORKS FACILITY	102607	31731	54	10-149-242	73.49	AIR NEEDLE
	Check Date	11/1/2007	Check Nbr	014640	Check Total:	73.49
13550 MICHELS MATERIALS	189108	31485	56	03-202-822	1,360.82	STONE/SCREENINGS/NATURES WAY
	189109	31485	56	03-202-822	4,531.90	DENSE BASE/NATURES WAY
	Check Date	11/1/2007	Check Nbr	014641	Check Total:	5,892.72
14155 NAUT'S LANDING	161	31100	55	07-201-338	25.00	GIFT CERTIFICATES/FLAG FOOTBAL
	Check Date	11/1/2007	Check Nbr	014642	Check Total:	25.00
14270 NETWORK HEALTH PLAN	00353250	31100	21	04-619-003	104,236.48	EMPLOYEES
	00353250	31100	21	04-650-000	8,520.26	RETIREEES/COBRA
	Check Date	11/1/2007	Check Nbr	014643	Check Total:	112,756.74
15080 OFFICEMAX CONTRACT INC	027011	31100	53	09-212-310	77.84	OFFICE SUPPLIES
	Check Date	11/1/2007	Check Nbr	014644	Check Total:	77.84
15210 ORIENTAL TRADING CO INC	619301634-01	31100	55	07-201-310	33.79	PUMPKIN HUNT SUPPLIES
	Check Date	11/1/2007	Check Nbr	014645	Check Total:	33.79
16025 PACKER CITY INTERNATIONAL	3272780013	31731	54	10-149-383	63.69	AIR FILTERS
	Check Date	11/1/2007	Check Nbr	014646	Check Total:	63.69

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16300 PIGGLY WIGGLY #24	1568	31100	55	07-201-300	11.60	PUMPKIN HUNT SUPPLIES
Check Date	11/1/2007	Check Nbr	014647	Check Total:	11.60	
16806 PRN HEALTH SERVICES INC	040752	31100	53	09-102-215	990.00	SCHOOL NURSE
Check Date	11/1/2007	Check Nbr	014648	Check Total:	990.00	
18160 REDI-WELDING CO	13597	31731	54	10-149-300	55.31	FLAT BEND INTO ANGLES
Check Date	11/1/2007	Check Nbr	014649	Check Total:	55.31	
19008 S&S ENGRAVING	3187	31100	52	08-101-315	19.50	PHOTO BOARD
Check Date	11/1/2007	Check Nbr	014650	Check Total:	19.50	
19320 SHADE TODAY NURSERY	4949	31100	56	07-101-300	865.00	TREES
Check Date	11/1/2007	Check Nbr	014651	Check Total:	865.00	
19388 DUANE SHUKOSKI	152	31100	55	07-201-320	45.00	TRESTLE VIDEO STREAM
Check Date	11/1/2007	Check Nbr	014652	Check Total:	45.00	
19410 SKID & PALLET	020956	31100	55	07-202-300	147.00	LANDSCAPE MULCH/CLOVIS PLAYGR
Check Date	11/1/2007	Check Nbr	014653	Check Total:	147.00	
19412 LINDSAY SKOG	103007	31100	22	04-101-000	35.00	WEDDING CANCELLATION REFUND
Check Date	11/1/2007	Check Nbr	014654	Check Total:	35.00	
19419 RON SMITH	102907	31100	22	04-101-000	35.00	WEDDING CANCELLATION
Check Date	11/1/2007	Check Nbr	014655	Check Total:	35.00	
19725 STREICHERS PROF POLICE EQUIPME	1468487	31100	52	08-101-315	80.00	HOLSTER
Check Date	11/1/2007	Check Nbr	014656	Check Total:	80.00	

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21045 UNIFIRST CORPORATION	0970020944	31731	54	10-149-201	69.01	MAT/MOP/CLOTHING PROTECTION
Check Date	11/1/2007	Check Nbr	014657	Check Total:	69.01	
21056 UNITED LABORATORIES	32828	31731	54	10-149-300	397.83	GOOBER LUBE/24
Check Date	11/1/2007	Check Nbr	014658	Check Total:	397.83	
21205 US CELLULAR	204594076-019	31100	51	01-102-221	39.35	LAUX
	204594076-019	31100	51	02-103-221	39.35	BRANDT
	204594076-019	31100	51	04-106-221	9.40	STOFFEL
	204594076-019	31100	51	04-109-221	63.92	JAMES/LACEY
	204594076-019	31100	51	10-115-221	39.35	ALIX
	204594076-019	31100	52	08-101-221	490.33	POLICE
	204594076-019	31100	53	09-103-221	42.47	DREW
	204594076-019	31100	53	09-119-221	121.69	NETT/HEALTH
	204594076-019	31100	54	10-111-221	150.12	RADTKE/ENGINEERING
	204594076-019	31731	54	10-149-221	64.66	JACOBSON/PWF
	204594076-019	31201	54	10-301-221	10.21	CONFINED SPACE
	204594076-019	31100	55	07-201-221	54.24	TUNGATE/REC
	204594076-019	31100	55	07-202-221	179.41	HUSS/PARK
	204594076-019	31100	56	03-202-221	76.44	KEIL/BECKENDORF
Check Date	11/1/2007	Check Nbr	014660	Check Total:	1,380.94	
21230 US PETROLEUM EQUIPMENT	161751	31731	54	10-149-243	284.73	BI-ANNUAL MAINTENANCE
Check Date	11/1/2007	Check Nbr	014661	Check Total:	284.73	
21160 UW-FOX VALLEY	08-22028	31100	51	04-101-218	4,195.00	VIDEOTAPING COUNCIL MEETINGS
Check Date	11/1/2007	Check Nbr	014659	Check Total:	4,195.00	
22130 VALLEY SURVEYING INSTRUMENTS	16700	31100	54	10-111-300	26.70	MAGNAILS
Check Date	11/1/2007	Check Nbr	014662	Check Total:	26.70	

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22430 VISION INSURANCE PLAN OF AMERI	52932	31100	21	04-619-005	1,101.50	EMPLOYEES
Check Date	11/1/2007	Check Nbr	014663	Check Total:	1,101.50	
23130 WAVERLY SANITARY DISTRICT	092607	31100	55	07-202-225	56.60	2170 PLANK/SEWER/WATER
	092607	31100	55	07-202-225	0.56	LATE PENALTY
Check Date	11/1/2007	Check Nbr	014664	Check Total:	57.16	
23152 WE ENERGIES	101807	31100	54	10-143-223	1,864.02	STREET LIGHTS/140 MAIN ST
	100307	31100	55	07-202-224	7.25	2170 PLANK RD
	100207	31100	55	07-202-223	34.29	CONSERVANCY
Check Date	11/1/2007	Check Nbr	014665	Check Total:	1,905.56	
23275 WINNEBAGO COUNTY TREASURER	OCTOBER	31310	57	04-201-620	8,633.64	INDUSTRIAL DEV PROJ-INTEREST
	OCTOBER	31310	57	04-101-610	1,640.09	IND DEV PROJ PRINCIPAL
	OCTOBER	31310	57	04-201-620	509.91	IND DEV PROJ INTEREST
	SHJ100395	31100	52	08-602-250	704.00	DAILY CHARGES JAIL DIVISION
Check Date	11/1/2007	Check Nbr	014666	Check Total:	11,487.64	
23455 WISCONSIN SUPPORT COLLECTIONS		31100	21	04-299-015	436.31	
		31100	21	04-299-016	138.40	
Check Date	11/1/2007	Check Nbr	014667	Check Total:	574.71	
23545 WORLDWIDE INFORMATION INC	INV0167918	31100	52	08-101-216	164.00	WI DRIVER LICENSES
Check Date	11/1/2007	Check Nbr	014668	Check Total:	164.00	
26200 ZARNOTH BRUSH WORKS INC	114253	31100	54	10-123-315	888.00	DISP GUTTER BROOM
Check Date	11/1/2007	Check Nbr	014669	Check Total:	888.00	
Grand Total:					183,181.60	



Memorandum

To: Administration Committee
From: Greg Keil, CDD
Date: November 1, 2007
RE: Health Department Relocation

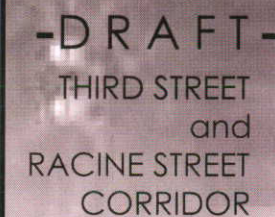
Ald. Taylor requested that the above-referenced item be placed on the Administration Committee agenda.

The Wreath Factory/Otter Creek Outdoor, has made inquiry concerning the acquisition of the Health Department to enable the expansion of their business. In response to their request, city staff has been exploring the availability/suitability of office space within the city for possible relocation of the Health Department. The properties that have been given consideration to date include:

- 542/546 Third Street (NW corner of Appleton St. and Third St.)
- 990 Plank Road (former Dr. Pilon office)
- 217 Washington Street (former Oscar Insurance office)
- 1165 Appleton Road (former Marathon Engineering office)
- 138 Main Street (space to be vacated by East Central Wis. RPC)
- 921 Midway Road (FISC office to be relocated)
- 222 Washington Street (former clinic)
- 1800 Appleton Road (Goodwill campus, United Way space to be vacated)
- 728 Sheboygan Street (former Central Products Corp. office)
- 628 Fifth Street (St. Johns Elementary School)
- 1 Main Street (Brin Building)
- 430 Ahnaip Street (former Gilbert Paper office lower level)

We are hoping to have a viable proposal to present to the Common Council in the next several weeks.

Map 1



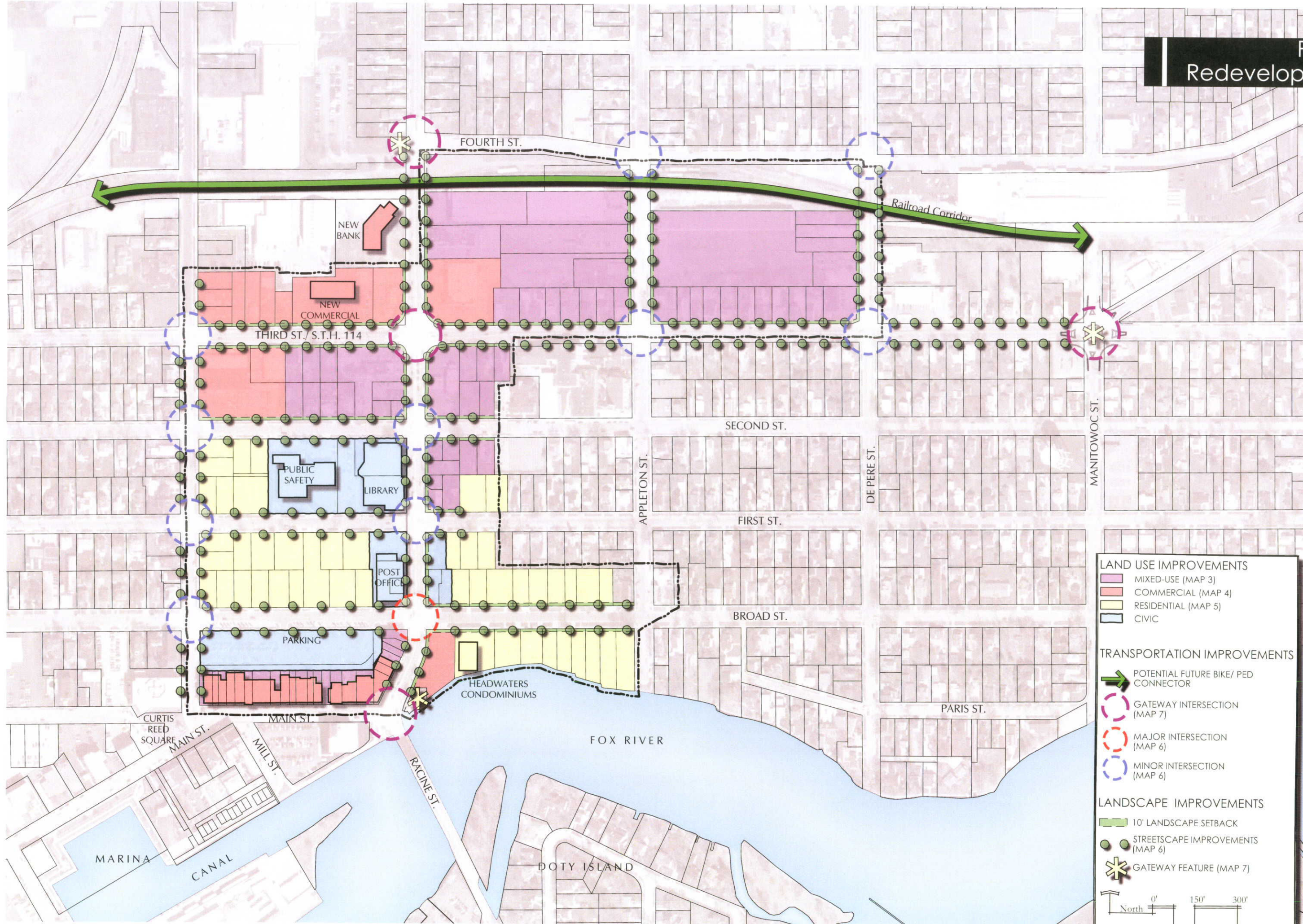
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December 2005



City of Menasha
Wisconsin



LAND USE IMPROVEMENTS

- MIXED-USE (MAP 3)
- COMMERCIAL (MAP 4)
- RESIDENTIAL (MAP 5)
- CIVIC

TRANSPORTATION IMPROVEMENTS

- POTENTIAL FUTURE BIKE/ PED CONNECTOR
- GATEWAY INTERSECTION (MAP 7)
- MAJOR INTERSECTION (MAP 6)
- MINOR INTERSECTION (MAP 6)

LANDSCAPE IMPROVEMENTS

- 10' LANDSCAPE SETBACK
- STREETSCAPE IMPROVEMENTS (MAP 6)
- GATEWAY FEATURE (MAP 7)

0' 150' 300'

North

-DRAFT-
THIRD STREET
and
RACINE STREET
CORRIDOR



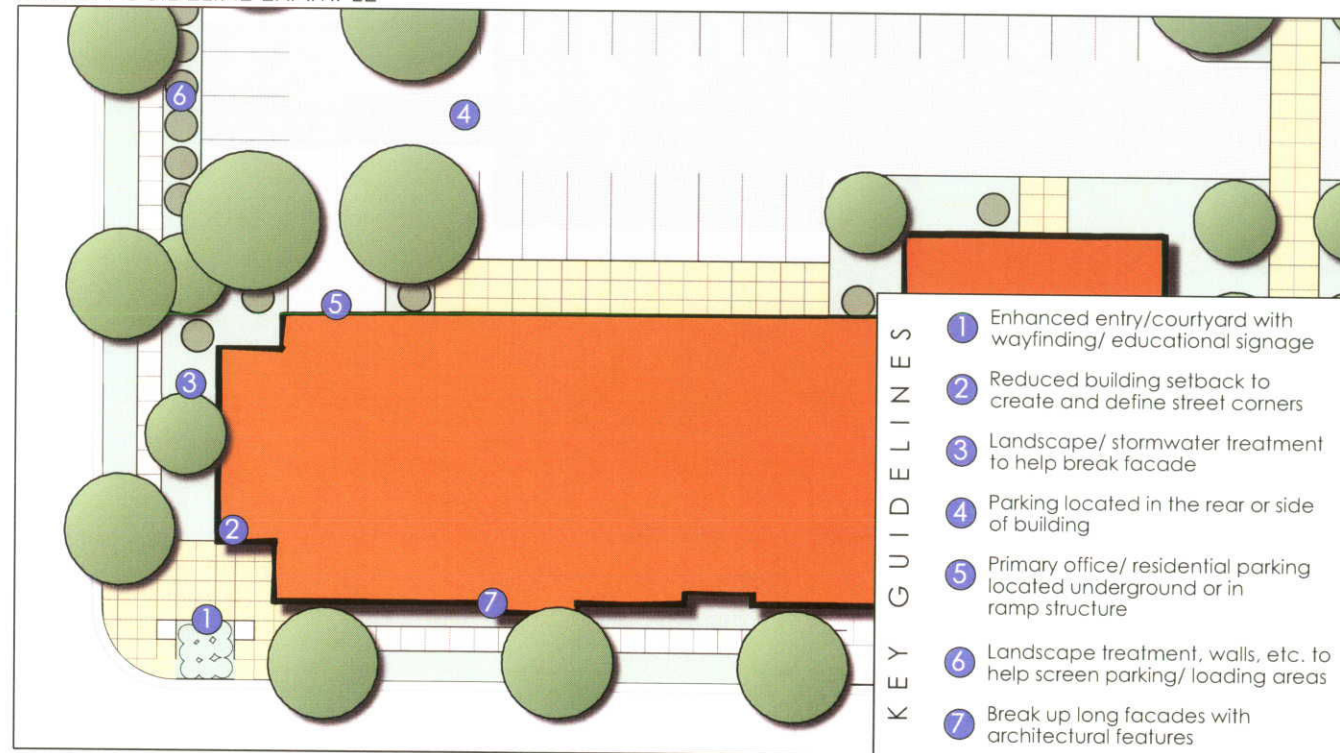
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LAND USE IMPROVEMENTS

COMMERCIAL	RESIDENTIAL
MIXED-USE	CIVIC

DESIGN GUIDELINE EXAMPLE



GENERAL REDEVELOPMENT DESIGN GUIDELINES

- Integrate the neighborhoods with clear & safe connections to the downtown
- Place landscaping & buildings, not parking, closer to the street
- Reduce setbacks from the street. Consider the adoption of standards that set the building line between 0-10 feet from the right-of-way
- Promote shared parking and internal circulation between properties to limit curb cuts on major streets and the need for excessive parking
- Provide efficient parking options to support existing uses & future redevelopment through a combination of surface & structure parking.
- First floor signage should be flush mounted and/ or window lettering and or projection signs on building facades
- Signage should not be self illuminating but rather lit by small unobtrusive building mounted lighting
- Parking lot lighting shall be from "downward-aimed" sources to limit light pollution
- Additional site lighting should compliment the theme of the public streetscape

THIRD STREET/ RACINE STREET DESIGN GUIDELINES

- New buildings should be oriented to the major streets with parking located between, on the sides, behind or under the buildings
- Avoid long, monotonous facades for buildings by incorporating building wall offsets, projections, recesses, & other variations in the building massing
- Promote high quality building and site designs for all properties
- Buildings near & around Fourth Street south of the rail corridor should complement the scale and character of the residential areas to the north.
- Consider the use of larger buildings south of the rail corridor along 3rd Street as a transition from the pattern of the existing neighborhood to new commercial development
- Encourage taller buildings varying from two to three to stories along Racine & Third Streets



MIXED USE

Map 3



**City of Menasha
Wisconsin**

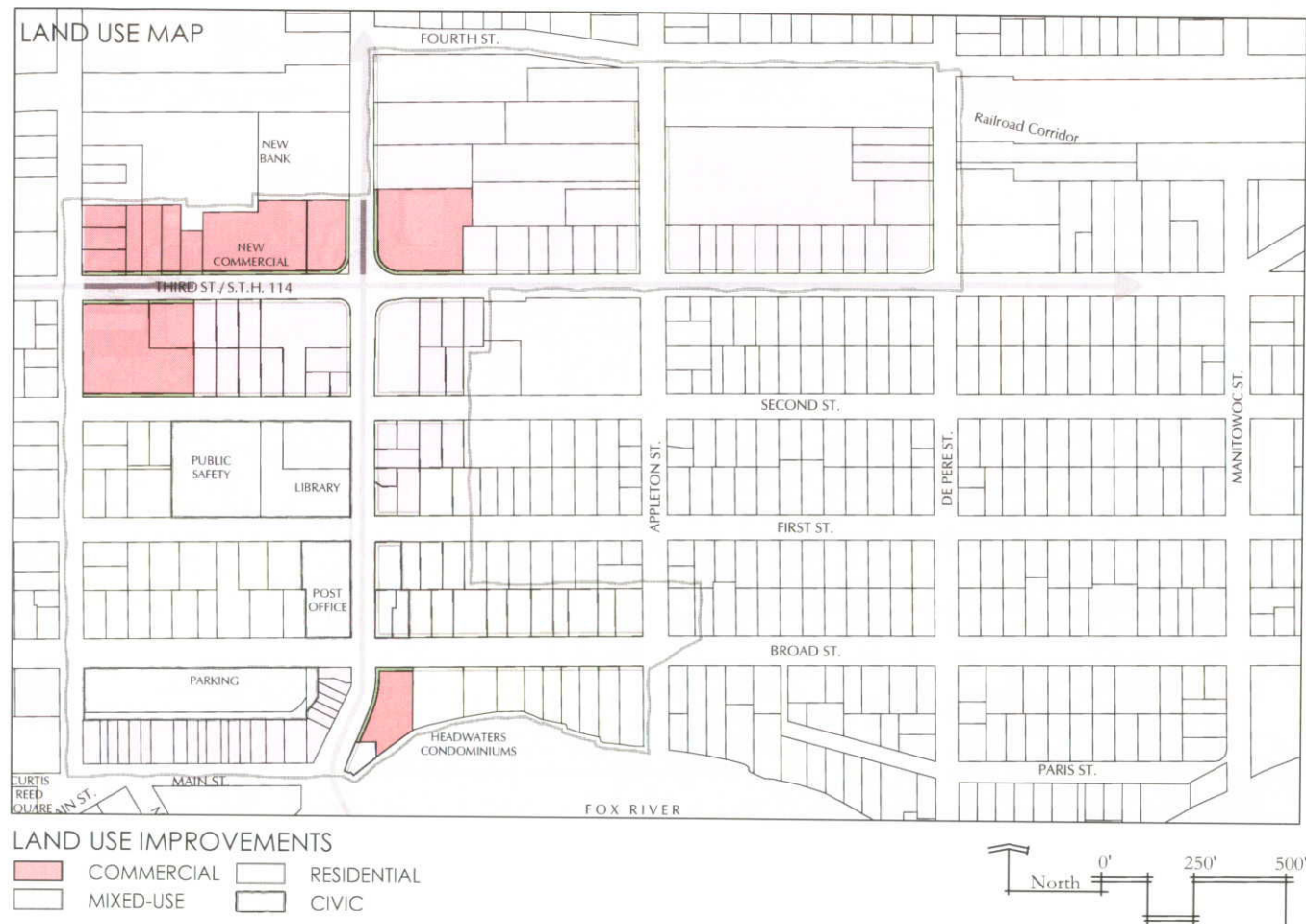
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THIRD STREET
and
RACINE STREET
CORRIDOR



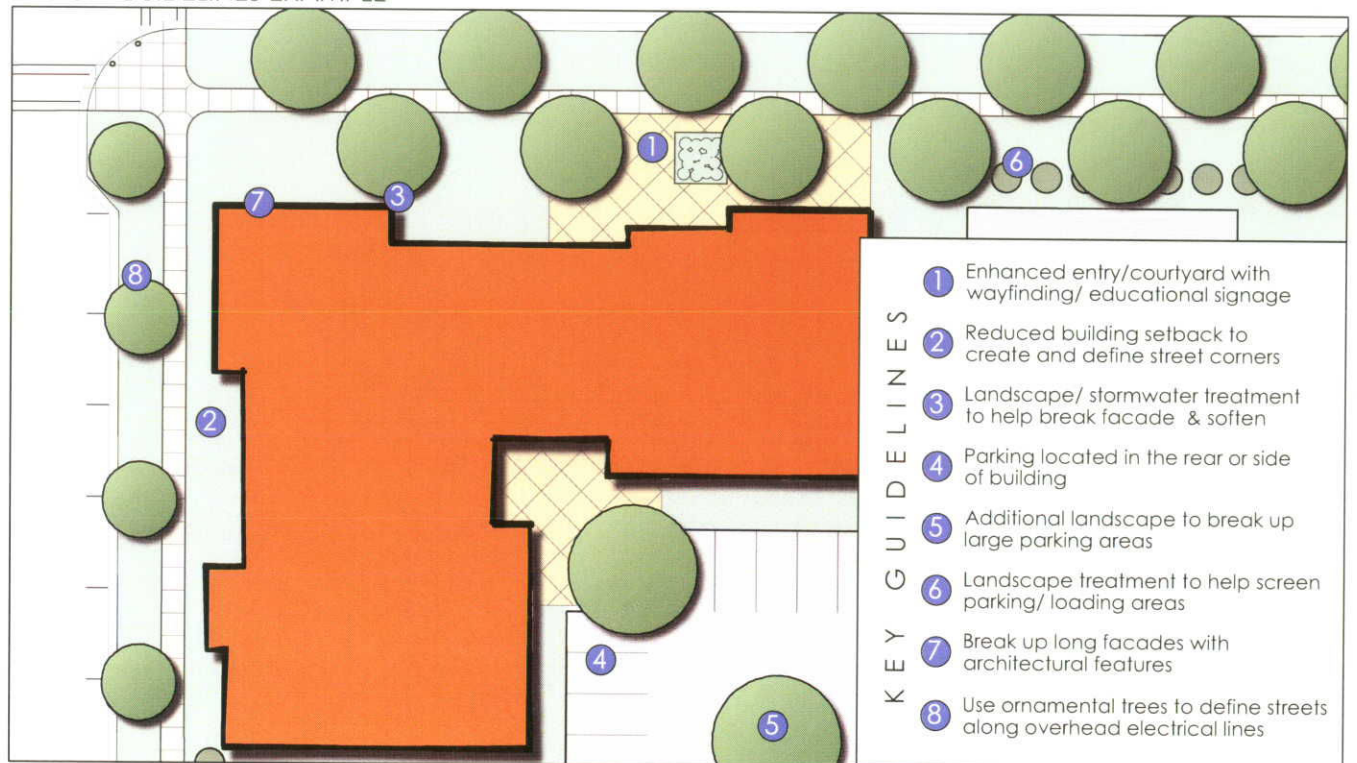
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December 2005



DESIGN GUIDELINES EXAMPLE



GENERAL REDEVELOPMENT DESIGN GUIDELINES

- Locate parking to the sides or rears of buildings & screen from streets by with suitable landscaping.
- Provide primary entrance to buildings from the public street and sidewalk.
- Commercial parking lots should include plantings & stormwater infiltration areas, particularly for lots closer to the river.
- Design all visible sides of existing and new buildings. Facades facing the river should contain detail equal to that of facades facing the street.
- Promote shared parking and internal circulation between properties to limit curb cuts on main streets and the need for excessive parking.
- Provide efficient parking options to support existing uses and future redevelopment. This could include a combination of shared, surface and structured parking
- Preserve the historic character of the downtown, including the mix of uses, architecture, lot sizes, etc.

THIRD STREET/ RACINE STREET DESIGN GUIDELINES

- Coordinate building & site designs with adjoining properties along 3rd Street. New commercial development should complement the scale & character of the surrounding neighborhood.
- Reduce setbacks of new or redeveloped structures along 3rd Street & Racine Street to enhance the character and definition of the street.
- Avoid long, monotonous blank facades for buildings along Racine Street & 3rd Street. Use building wall offsets, projections, recesses, & other variations in the building massing to add architectural interest and variety.

COMMERCIAL

Map 4



City of Menasha
Wisconsin



- First floor signage should be flush mounted, window lettering and/ or projection signs on building facades
- Signage should not be self illuminating but rather lit by small unobtrusive building mounted lighting
- Parking lot lighting shall be from cut-off or "downward-aimed" sources to limit light pollution
- Additional site lighting should compliment the character of the public streetscape



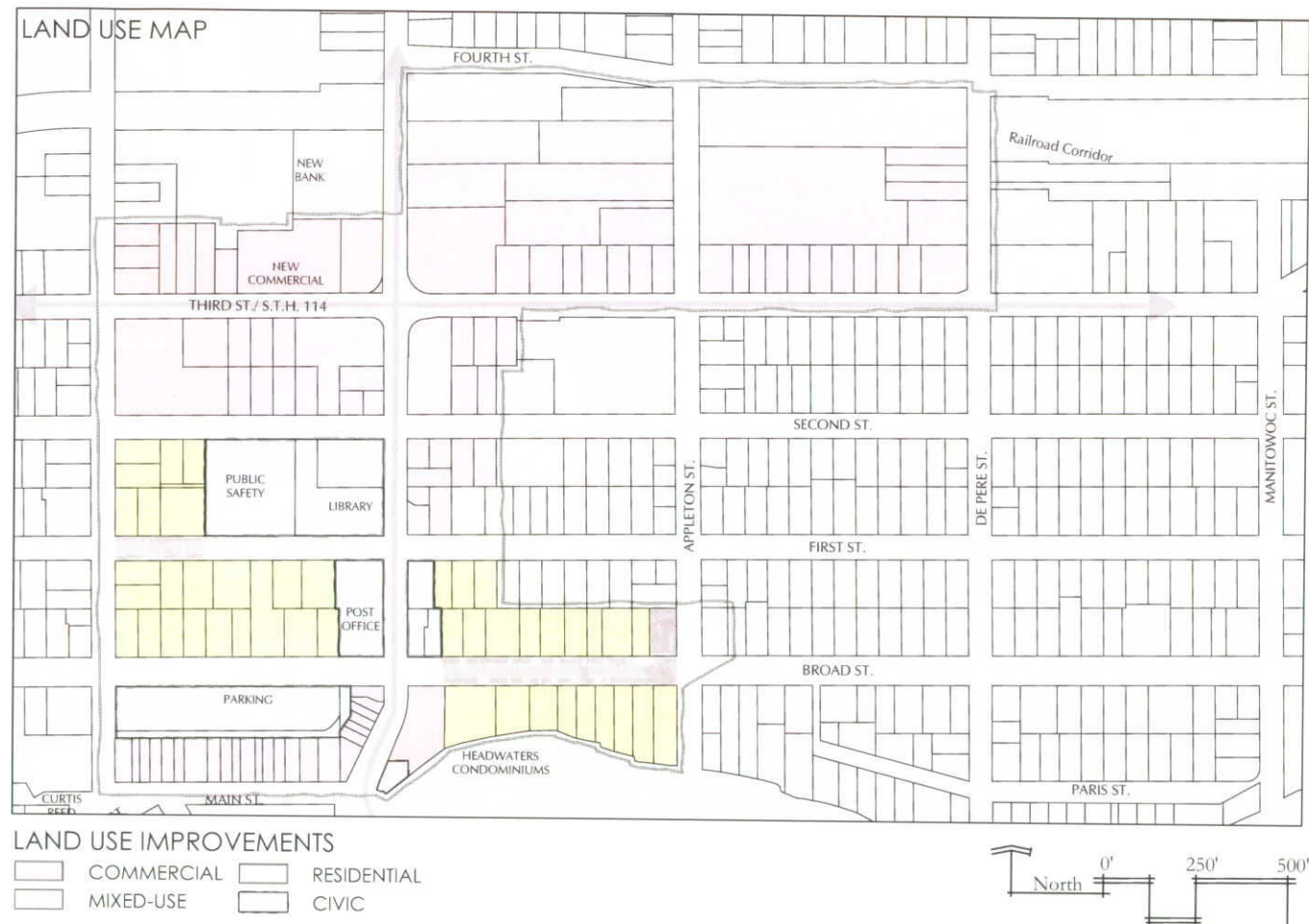
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THIRD STREET
and
RACINE STREET
CORRIDOR



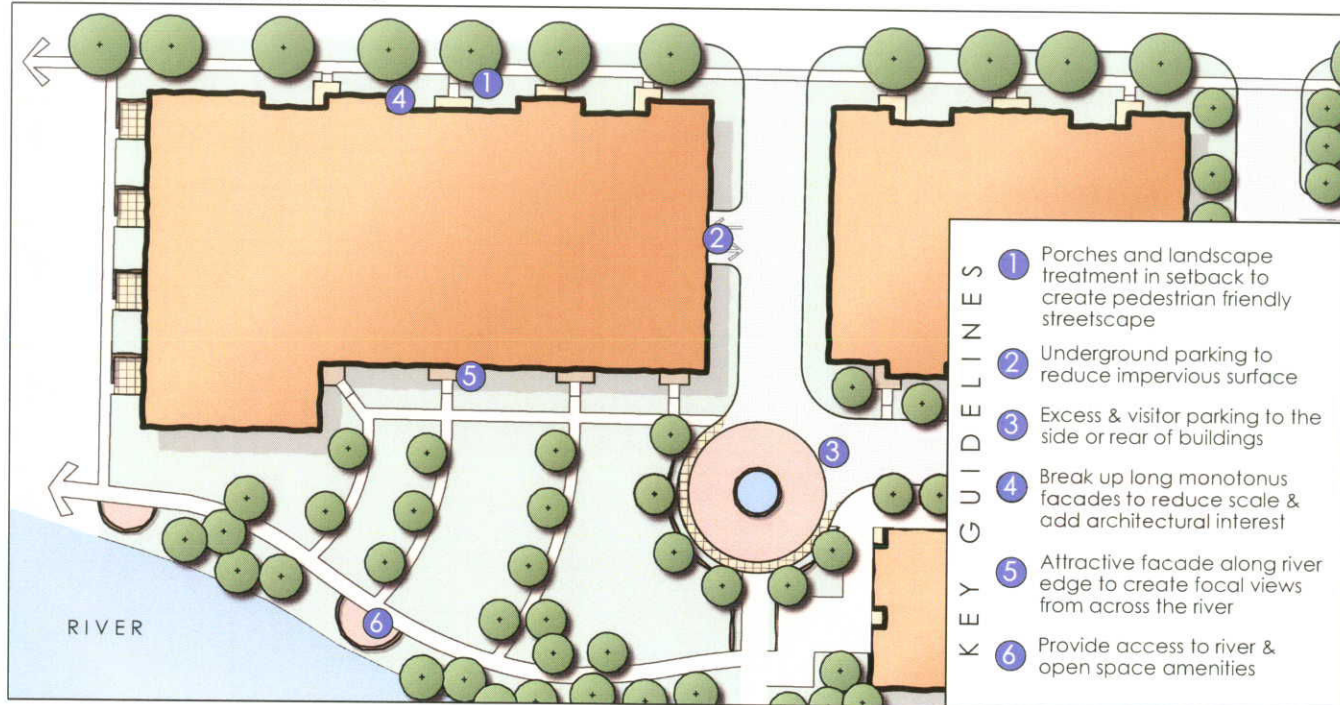
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December 2005



DESIGN GUIDELINES EXAMPLE



HIGH DENSITY DESIGN GUIDELINES

- Reduce setbacks of new or redeveloped structures along 3rd Street & Racine Street to enhance the character and definition of this street.
- Place landscaping and buildings, not parking, closer to Racine Street and 3rd Street as properties redevelop.
- High level of design for all visible sides of existing & new buildings. Facades facing the river should contain detail equal to that of facades facing the street.
- Selectively integrate existing neighborhoods with commercial uses that complement the neighborhood.
- Facades of residential buildings should provide high quality detailing to enhance the Streets as an attractive community and Downtown gateway corridor.



MEDIUM DENSITY DESIGN GUIDELINES

- Design & layout of single family and duplex homes should be consistent with existing historical character
- Incorporate the use of porches, landscape treatments and widened grass terrace to create pedestrian friendly streetscape
- Garages shall be side or rear loaded where possible. Front loaded garages shall be setback a minimum of 6' from the facade of the house



RESIDENTIAL

Map 5



City of Menasha
Wisconsin

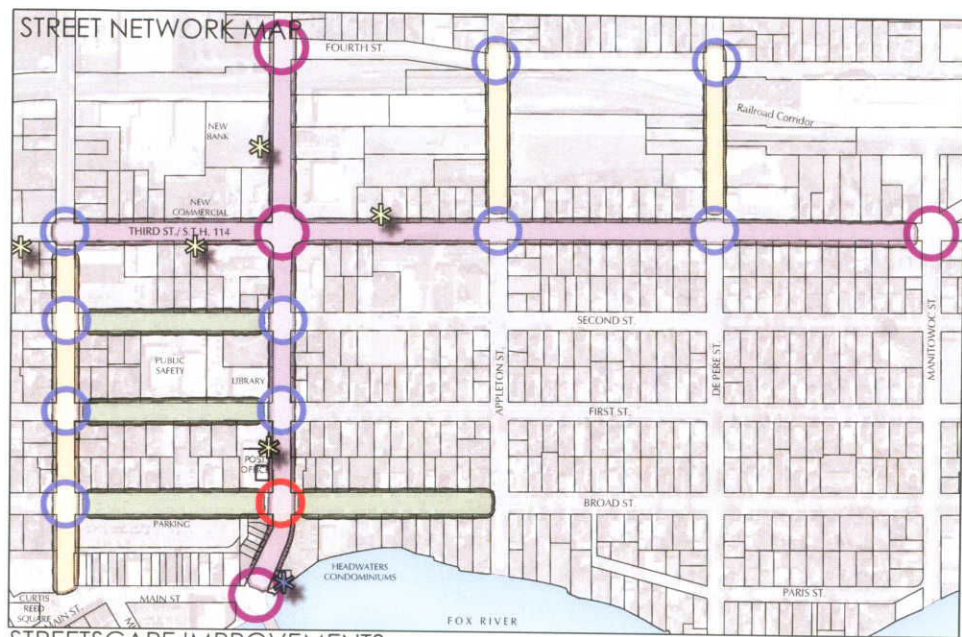
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THIRD STREET
and
RACINE STREET
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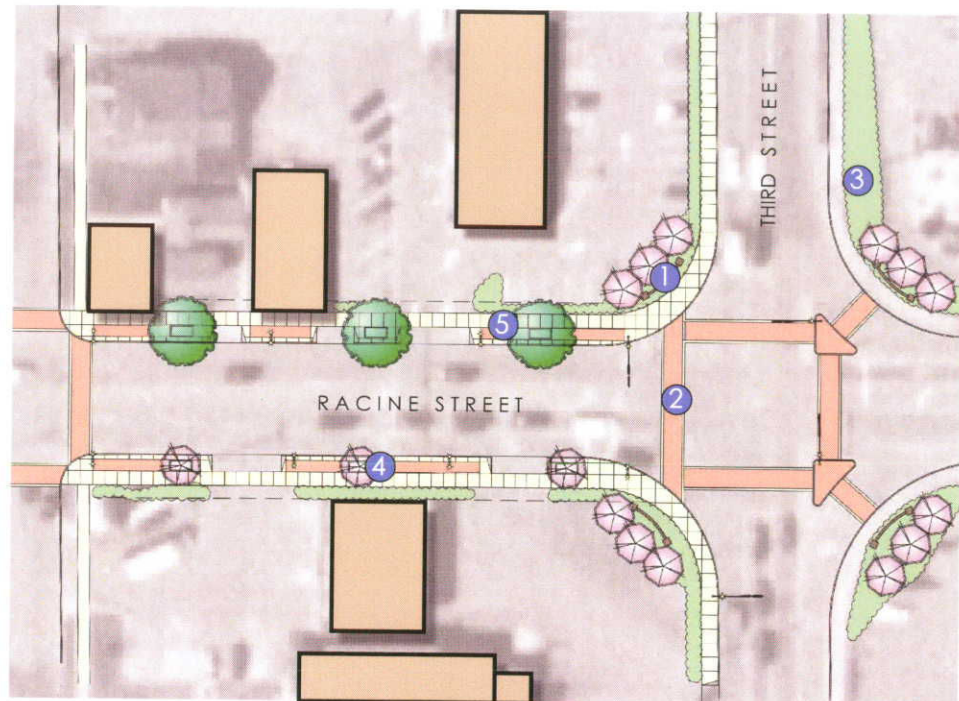
December 2005



STREETSCAPE IMPROVEMENTS

- GATEWAY INTERSECTION
- MAJOR INTERSECTION
- MINOR INTERSECTION
- TYPE A STREETSCAPE
- TYPE B STREETSCAPE
- TYPE C STREETSCAPE
- ✱ WAYFINDING SIGNAGE
- ✱ HISTORICAL INTERPRETIVE SIGNAGE

STREETSCAPE DESIGN EXAMPLE



Not to Scale

- 1 Define intersections with enhanced plantings and entry features
- 2 Specialty paving in crosswalks
- 3 Screen parking lots with landscape treatment or wall features
- 4 Use ornamental street trees under overhead electrical lines
- 5 Incorporate street trees, decorative lighting & landscape to create a more pedestrian friendly corridor

STREETSCAPE DESIGN GUIDELINES

TYPE A

- Provide decorative street lighting, banners, pedestrian amenities and street trees
- Enhance Racine & Third Streets to create a gateway entrance to the Downtown.
- Create entrance feature south of the intersection of Racine & Main
- Provide banners, holiday decorations, and other visual enhancements on existing and new roadway lighting to improve the visual character and identity of these streets.
- Create attractive wayfinding to the riverfront & Downtown destinations.
- Encourage native landscaping & incorporate stormwater treatment in the landscape

TYPE B

- Expand wayfinding to direct visitors to commercial destinations.
- Provide decorative street lighting, banners, pedestrian amenities & street trees that enhance & connect the corridor with Downtown
- Integrate the use of landscape, architect & public improvements to enhance the importance of this Downtown gateway
- Encourage native landscaping & incorporate stormwater treatment in the landscape

TYPE C

- Provide street trees, wide grass terrace, street lights landscaping to enhance pedestrian friendly streetscape
- Create attractive wayfinding to the riverfront & Downtown destinations.

GATEWAY DESIGN GUIDELINES

GATEWAY @ MAIN and RACINE

- Create gateway entrance that ties the corridor to Downtown & the riverfront
- Incorporate forms & materials used at the square & Tayco Street Bridge
- Celebrate historical & cultural significance of the river

GATEWAY @ THIRD and RACINE

- Define crosswalks with specialty paving
- Column & wall elements to help define major intersections. Use materials consistent with downtown & Main Street gateway
- Enhance & soften intersection corners & parking areas with plantings
- Signage should be ground mounted monument type

GATEWAY @ FOURTH and RACINE

- Provide entry plantings & wayfinding signage
- Create landscape buffer along railroad & parking areas

GATEWAY @ THIRD and MANITOWOC

- Potential roundabout as traffic calming & entrance to historic area
- Landscape & potential monument in roundabout to create aesthetic entry

INTERSECTION DESIGN GUIDELINES

MAJOR INTERSECTIONS

- Beautify intersections with landscaping & signage features that are scaled and to the pedestrian as well as vehicular traffic
- Enhance pedestrian crosswalks with specialty paving
- Wayfinding & signage features that are scaled and to the pedestrian as well as vehicular traffic
- Enhance pedestrian crosswalks with specialty paving

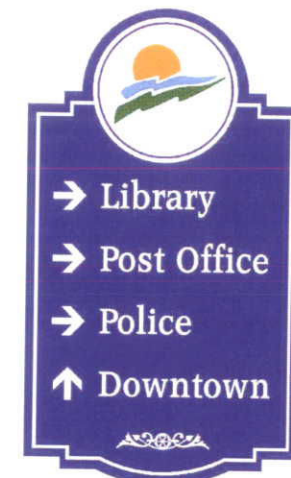


STREETSCAPE & GATEWAYS

Map 6



City of Menasha
Wisconsin



WAYFINDING SIGNAGE- TYPE A



WAYFINDING SIGNAGE- TYPE B

-DRAFT-
THIRD STREET
and
RACINE STREET
CORRIDOR



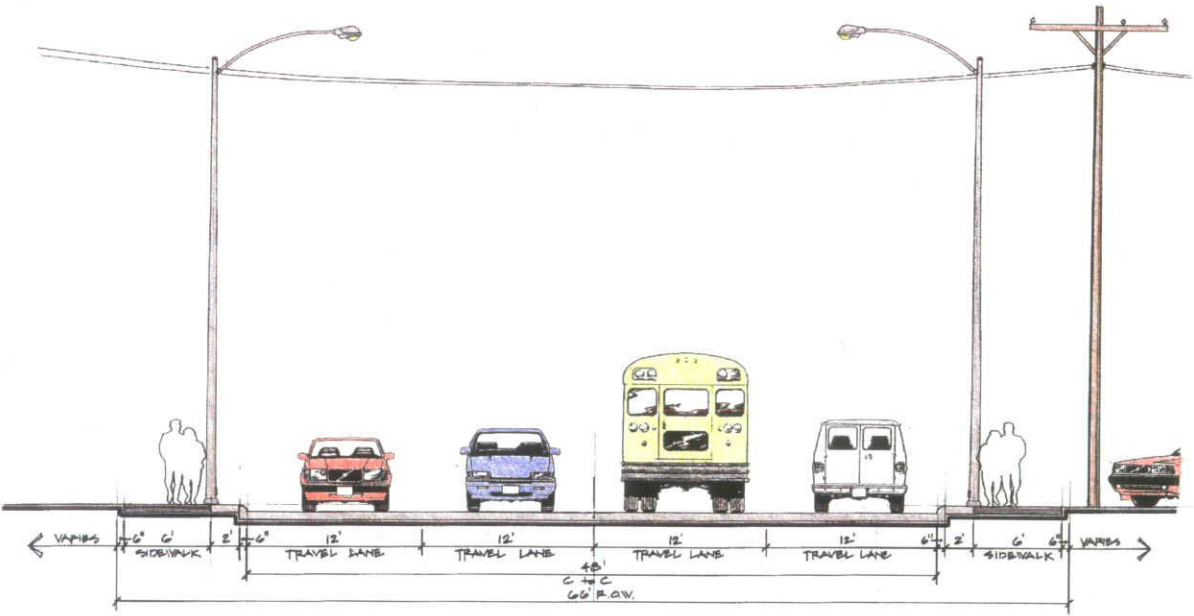
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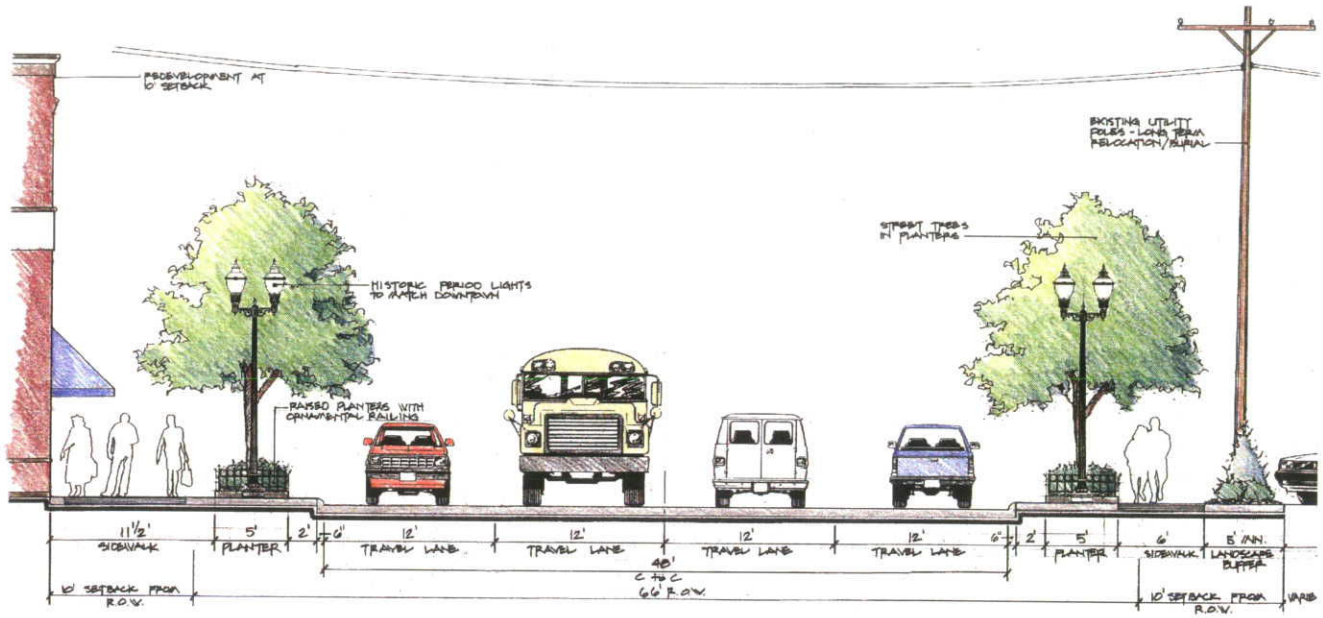


City of Menasha
Wisconsin

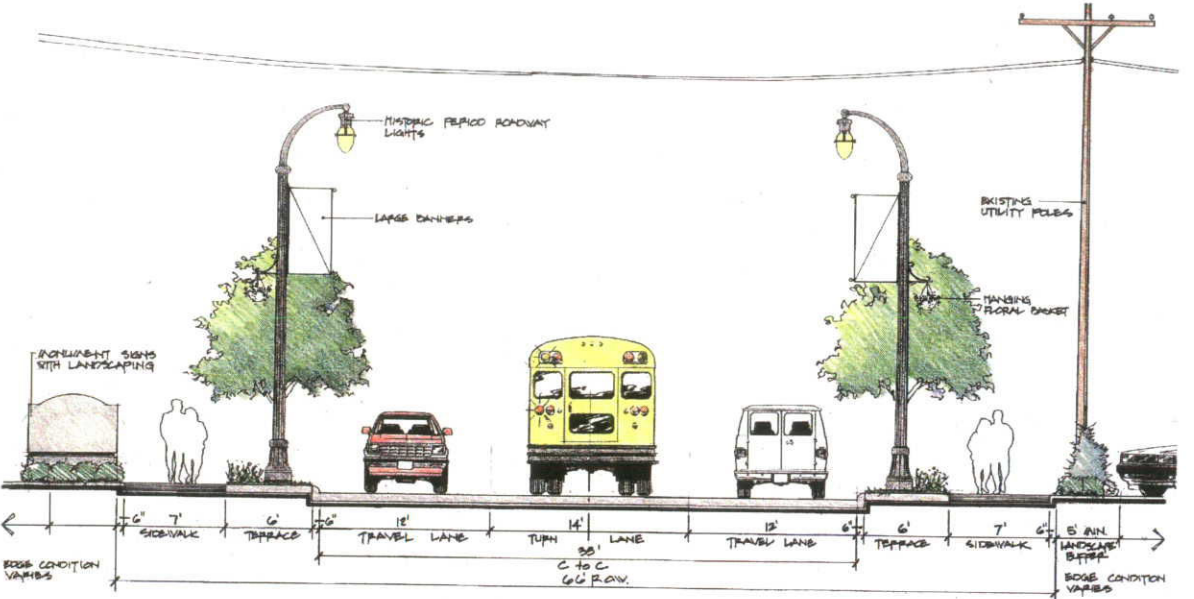
RACINE STREET- TYPE A



EXISTING CROSS SECTION



POTENTIAL CROSS SECTION



TWTL CROSS SECTION

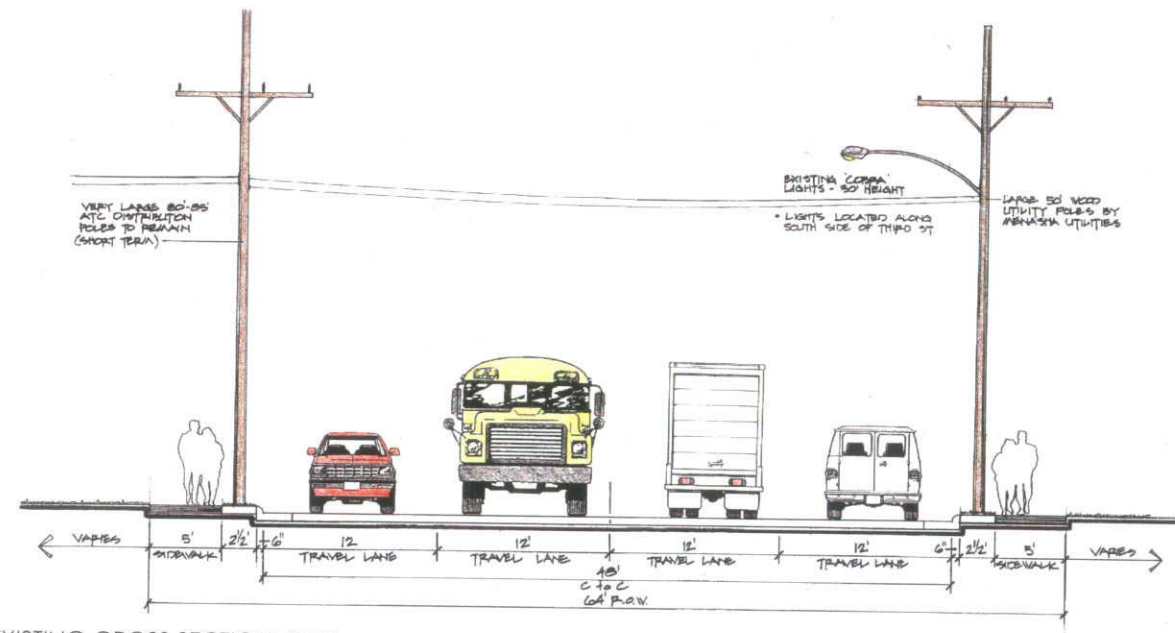
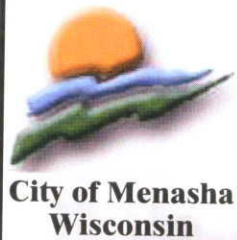
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THIRD STREET
and
RACINE STREET
CORRIDOR



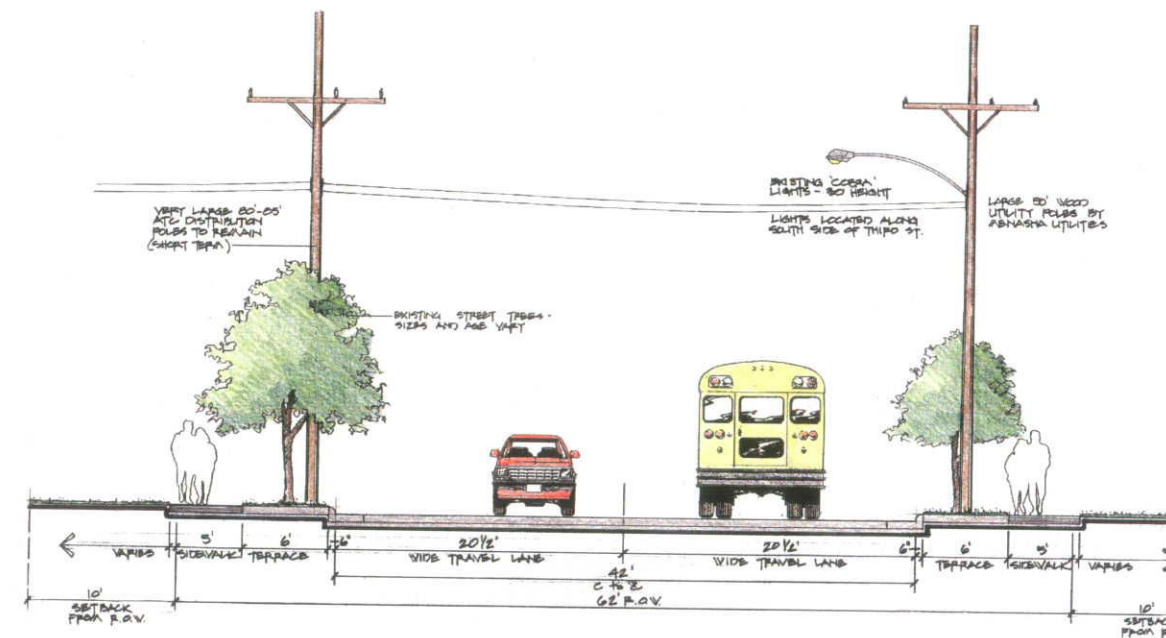
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STREETS SECTIONS- THIRD STREET

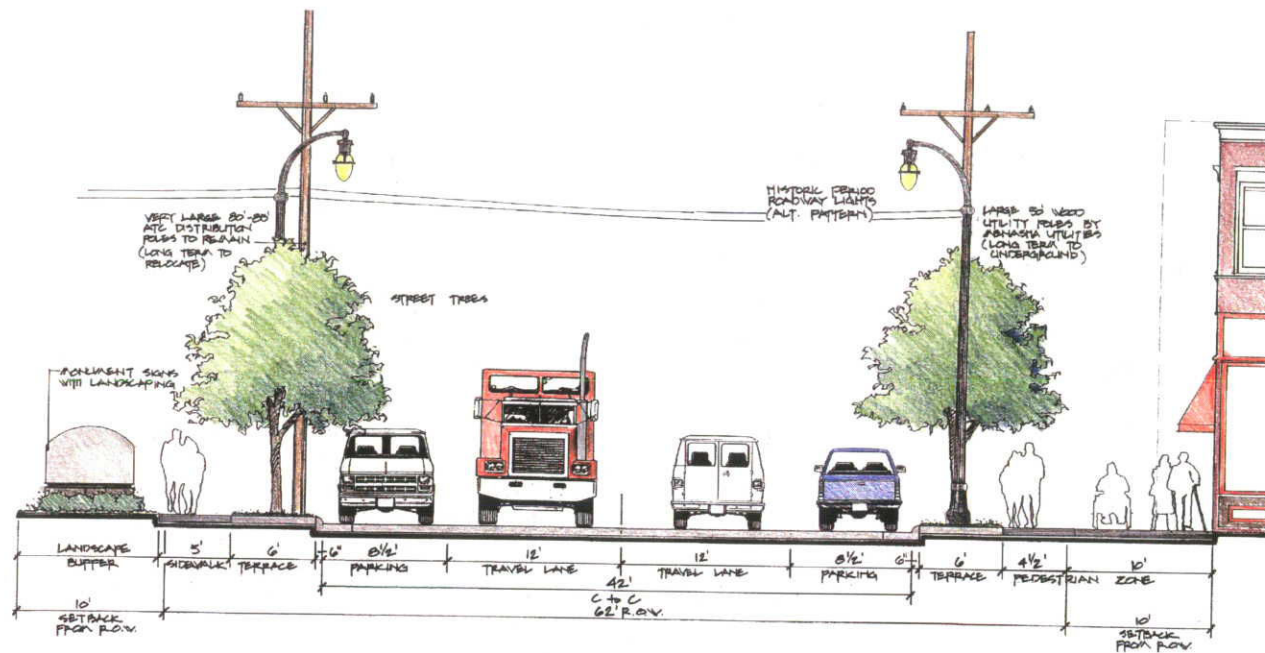
Map 8



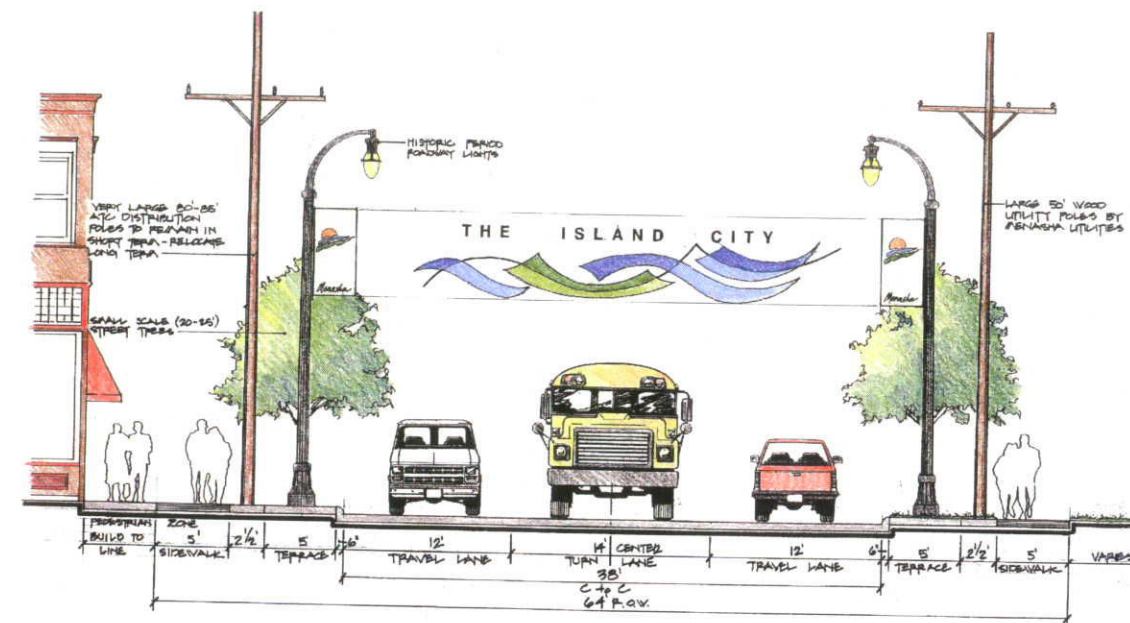
EXISTING CROSS SECTION- EAST



EXISTING CROSS SECTION- WEST



POTENTIAL CROSS SECTION- EAST



POTENTIAL CROSS SECTION- WEST

-DRAFT-
THIRD STREET
and
RACINE STREET
CORRIDOR



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Madison, WI 53713
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www.saa-madison.com

CHANGE ORDER

DATE: October 16, 2007

CHANGE ORDER NO: One

CONTRACTOR: Badger Highways Company, Inc.

CONTRACT NO.: 2007-01

PROJECT: Kaukauna Street/High Street, Street Rehabilitation

You are directed to make the changes noted below in the subject contract unit number.

6" Concrete Walk R&R Including Restoration	138.75 S.F. @ \$5.25	= \$ 728.44
Haul Stone	712.035 p/ton @ \$1.63	= \$1,160.62
Contract As-Built Quantities (See attached)		= <u>\$5,148.69</u>
	TOTAL	= \$7,037.75

The changes result in the following adjustments:

	CONTRACT - TOTAL	TIME
Prior to this Change Order	\$ 80,959.80	_____ Days
Adjustments per this Change Order	\$ 7,037.75	_____ Days
Current Contract Status	\$ 87,997.55	_____ Days

Directed/Authorized
City of Menasha Dept. of Public Works

BY: _____

DATE: _____

Accepted

BY: _____

DATE: _____

CERTIFICATE OF PAYMENT

DATE: October 16, 2007

PAYMENT REQUEST: Three and Final

CONTRACTOR: Badger Highways Company, Inc.

ADDRESS: 936 Appleton Rd., Menasha, WI 54952

CONTRACT UNIT NUMBER: 2007-01

PROJECT DESCRIPTION: Kaukauna Street/High Street, Street Rehabilitation

ORIGINAL CONTRACT AMOUNT	\$ 80,959.80
--------------------------	--------------

CHANGE ORDER NO.: One	AMOUNT: \$7,037.75
-----------------------	--------------------

PREVIOUS CHANGE ORDER(S): \$ 0

TOTAL CONTRACT AMOUNT (INCLUDING CHANGE ORDERS)	\$ 87,997.55
---	--------------

TOTAL EARNED TO DATE (SUMMARY ATTACHED)	\$ 87,997.55
---	--------------

LESS RETAINAGE	\$ 0
----------------	------

AMOUNT DUE	\$ 87,997.55
------------	--------------

PREVIOUS PAYMENTS	\$ 78,263.70
-------------------	--------------

AMOUNT DUE THIS PAYMENT	\$ 9,733.85
-------------------------	-------------

ESTIMATE PERIOD: From October 9, 2007 to October 16, 2007

I certify that all bills for labor, equipment, materials, and services are paid for which previous certificates for payment were issued.

DATE: _____ BY: _____

Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment. Affidavit of Compliance with Prevailing Wage Rates shall accompany Request for Final Payment.

RECOMMENDED FOR PAYMENT:

DIRECTOR OF PUBLIC WORKS: _____ DATE: _____

APPROVED FOR PAYMENT: COUNCIL APPROVAL DATE: _____

FINANCE DEPARTMENT

<u>ACCOUNT NUMBER</u>	<u>BUDGET</u>	<u>CHARGE TO ACCOUNT</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

CERTIFICATE OF PAYMENT

DATE: October 29, 2007

PAYMENT REQUEST: Eight (8) and Final

CONTRACTOR: Vinton Construction Company

ADDRESS: 2705 North Rapids Road, PO Box 1987, Manitowoc, WI 54220

CONTRACT UNIT NUMBER: 2006-06

PROJECT DESCRIPTION: River Street Relocation Roadway Construction

ORIGINAL CONTRACT AMOUNT	\$519,434.09
--------------------------	--------------

CHANGE ORDER NO.	-	AMOUNT:	-
------------------	---	---------	---

PREVIOUS CHANGE ORDER(S): \$87,670.94

TOTAL CONTRACT AMOUNT (INCLUDING CHANGE ORDERS)	\$607,105.03
---	--------------

TOTAL EARNED TO DATE (SUMMARY ATTACHED)	\$607,105.03
---	--------------

LESS RETAINAGE	\$ 0
----------------	------

AMOUNT DUE	\$607,105.03
------------	--------------

PREVIOUS PAYMENTS	\$606,105.03
-------------------	--------------

AMOUNT DUE THIS PAYMENT	\$ 1,000.00
-------------------------	-------------

ESTIMATE PERIOD: From May 31, 2007 to August 21, 2007

I certify that all bills for labor, equipment, materials, and services are paid for which previous certificates for payment were issued.

DATE: _____ BY: _____

Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment. Affidavit of Compliance with Prevailing Wage Rates shall accompany Request for Final Payment.

RECOMMENDED FOR PAYMENT:

DIRECTOR OF PUBLIC WORKS: _____ DATE: _____

APPROVED FOR PAYMENT: COUNCIL APPROVAL DATE: _____

FINANCE DEPARTMENT

ACCOUNT NUMBER

BUDGET

CHARGE TO ACCOUNT

<hr/> <hr/> <hr/> <hr/>	<p>\$</p> <p>\$</p> <p>\$</p> <p>\$</p>	<hr/> <hr/> <hr/> <hr/>
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State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary

101 S. Webster St.
Box 7921
Madison, Wisconsin 53707-7921
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711

RECEIVED OCT 30 2007

October 26, 2007

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

MR. MARK RADTKE, DIRECTOR OF PUBLIC WORKS
CITY OF MENASHA
140 MAIN STREET
MENASHA WI 54952-3190

SUBJECT: Clean Water Fund Program Financial Assistance Application
City of Menasha
Project No. 5101-03

Dear Mr. Radtke:

Thank you for your application of August 10, 2007 for Clean Water Fund Program (CWFP) financial assistance. The Department of Natural Resources (DNR) Bureau of Community Financial Assistance has reviewed the application and determined that it is acceptable according to the requirements of s. NR 162.06(2), Wis. Adm. Code.

The Department of Administration (DOA) has reserved funding for the project in accordance with s. 281.58(9m)(e), Wis. Stats., based on project information contained in the application. DOA must approve the details of the final project financing plan prior to the loan closing.

As is required by the code, the City of Menasha needs to enter into a Financial Assistance Agreement (FAA) with the Clean Water Fund Program within 8 months of the date of this notification, or June 26, 2008. If the FAA is not completed prior to that date, it will be necessary for the community to reapply if it still wishes to receive funding for this project.

I am the project manager for this project and will be your primary contact during the process of meeting the requirements for Clean Water Fund Program financial assistance. The items listed below need to be submitted to and approved by the DNR at least 30 days prior to finalizing the FAA. If you have not submitted the items listed, please do so as soon as you can.

BUREAU OF COMMUNITY FINANCIAL ASSISTANCE, ENVIRONMENTAL LOANS SECTION:

- Bidding documentation
- Documentation verifying compliance with MBE/WBE requirements
- Request for CWFP disbursement and supporting invoices
- Loan closing documents
- Proof of user charge and sewer use ordinance adoption

BUREAU OF WATERSHED MANAGEMENT:

Plan of operation

I will contact you in the near future and look forward to working with you during the course of your CWFP project. If you have any questions, please call me at 608-266-9193 or Meja.Maka@Wisconsin.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Meja Maka', with a long horizontal line extending to the right.

Meja Maka, Financial Assistance Specialist
Environmental Loans Section
Bureau of Community Financial Assistance

cc: Robert Hannes – NER/Green Bay - Electronic Copy
Kathy Winter, Kaempfer & Associates Inc. - Oconto Falls
Mulazim Nasir – WT/2
Ed Brinson – DOA/10

Kaempfer & Associates, Inc.

Consulting Engineers

650 East Jackson St. P.O. Box 150
Oconto Falls, Wisconsin 54154
(920) 846-3932 Fax (920) 846-8319

July 31, 2007

E145-05.10

Mr. Mark Radtke, P.E., Director of Public Works
City of Menasha
140 Main Street
Menasha, WI 54952-3190

Re: Wastewater Collection System Rehabilitation Improvements - Phase 3
Bid Award Recommendation

Dear Mr. Radtke:

On Thursday, July 26, 2007 at 2:00 p.m., bids for the Wastewater Collection System Rehabilitation Improvements Phase 3, Contract E145-07-01A for Sanitary Sewer Lining, Contract E145-07-01B for Sanitary Sewer Rehabilitation, Contract E145-07-01C for Sanitary Sewer Replacement, and Contract E145-07-01D for Sanitary Manhole Lining, were opened and read. A total of fifteen (15) bids were received from thirteen (13) contractors. Four (4) bids were received for Contract E145-07-01A, three (3) bids were received for Contract E145-07-01B, seven (7) bids were received for Contract E145-07-01C and one (1) bid was received for Contract E145-07-01D. Five (5) contractors who received plans and specifications and were prequalified by the City did not submit a bid.

The four (4) bids received for Contract E145-07-01A, Sanitary Sewer Lining, were as follows:

<u>Contractor</u>	<u>Total Bid</u>
Insituform Technologies USA	\$1,582,723.00
Terra Engineering & Construction Corp.	\$1,742,698.10
Visu-Sewer Clean & Seal, Inc.	\$1,986,276.50
Michels Corporation	\$1,997,999.00

The proposal schedule for Contract E145-07-01A contained five (5) optional work items. Optional Bid Item 9A is for sanitary sewer cured in place pipe (CIPP) lining on Melissa Street. Optional Bid Item 10A is for sanitary sewer CIPP lining on Jefferson Street and Brighton Drive. Optional Bid Item 11A is for sanitary sewer CIPP lining on Eighth Street and Harding Street. Optional Bid Item 12A is for pressure inject grouting lateral connections. Optional Bid Item 13A is for pressure inject grout material. The cost for the optional bid item work is included in the base bid. The cost for Optional Bid Items 9A, 10A, 11, 12, and 13A based on the low bidder for Contract E145-07-01A is \$63,039.00. We recommend that Optional Bid Items 9A, 10A, 11A, 12A, and 13A be included in the Sanitary Sewer Lining Contract.

No Contractors offered alternative bid items for Contract E145-07-01A, Sanitary Sewer Lining.

July 31, 2007

Mr. Mark Radtke, P.E., Director of Public Works

Page 2

The three (3) bids received for Contract E145-07-01B, Sanitary Sewer Rehabilitation, were as follows:

<u>Contractor</u>	<u>Total Bid</u>
National Power Rodding Corp.	\$173,331.28
Visu-Sewer Clean & Seal, Inc.	\$201,395.00
Infrastructure Technologies, Inc.	\$258,268.35

The proposal schedule for Contract E145-07-01B contained four (4) optional work items. Optional Bid Item 24B is for CIPP spot lining on easement west of Racine Street and on easement west of Milwaukee Street. Optional Bid Item 25B is for CIPP spot lining on Melissa Street. Optional Bid Item 26B is for CIPP spot lining on Jefferson Street and Brighton Drive. Optional Bid Item 27B is for CIPP spot lining on Eighth Street and Harding Street. The cost for the optional bid item work is included in the base bid. The cost for Optional Bid Items 24B, 25B, 26B, and 27B, based on the low bidder for Contract E145-07-01B is \$32,791.55. We recommend that Optional Bid Item 24B be included in the Sanitary Sewer Rehabilitation Contract. We recommend that Optional Bid Items 25B, 26B, and 27B not be included in the Sanitary Sewer Rehabilitation Contract. Deleting Optional Bid Items 25B, 26B, and 27B will decrease the contract amount of the low bidder for Contract E145-07-01B by \$22,871.55.

Visu-Sewer Clean & Seal, Inc. offered a proposed alternative for Contract E145-07-01B, Sanitary Sewer Rehabilitation, for using Duke's root control method. We recommend that the proposed alternative not be considered because there was inadequate information and no costs were presented.

The seven (7) bids received for Contract E145-07-01C, Sanitary Sewer Replacement, were as follows:

<u>Contractor</u>	<u>Total Bid</u>
De Groot, Inc.	\$212,233.57
Ronet Construction Corp.	\$256,691.85
Don E. Parker Excavating, Inc.	\$261,825.85
Dorner, Inc.	\$286,175.50
Kruczek Construction, Inc.	\$319,319.19
Advance Construction, Inc.	\$336,460.65
PTS Contractors, Inc.	\$337,303.00

No Contractors offered alternative bid items for Contract E145-07-01C, Sanitary Sewer Replacement.

The one (1) bid received for Contract E145-07-01D, Sanitary Manhole Lining, was as follows:

<u>Contractor</u>	<u>Total Bid</u>
Infrastructure Technologies, Inc.	312,966.00

Infrastructure Technologies, Inc. offered two alternative bid items for the Contractor E145-07-01D, Manhole Lining. The first alternative bid item was for providing concrete lining of only the brick riser in place of a total manhole lining in Manhole 614 on Emily Street. The existing pavement, casting, adjustment rings, and flattop concrete section would remain in place. A copy of the alternative bid is attached. The alternate bid item would decrease Infrastructure Technologies, Inc. bid by \$475.00 for a total bid for Contract E145-07-01D of \$312,491.00. We recommend that the proposed alternative bid be

July 31, 2007

Mr. Mark Radtke, P.E., Director of Public Works

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considered for the Sanitary Manhole Lining Contract. The second alternative bid was for providing a bypass traffic control plan for lining of Manhole 395 at the intersection of Third Street and Racine Street if lining is required prior to State Trunk Highway (STH) '114' reconstruction in 2010. The alternative bid item would increase Infrastructure Technologies, Inc. bid by \$950.00. We recommend that the proposed alternative bid item not be considered.

A copy of the bid tabulation, which includes details of the unit price work items, is attached. The bid tabulation reflects the amounts after all corrections have been made. Two addenda were issued during the bidding process. All Contractors acknowledged receipt of Addendum No. 1 and Addendum No. 2. All bidders whose proposals were received were prequalified by the City of Menasha.

The Engineer's estimate for the project, based on the final design, was:

<u>Contract</u>	<u>Cost with Lining Optional Work Items</u>	<u>Cost with Spot Lining Optional Work Items</u>
Contract E145-07-01A, Sanitary Sewer Lining	\$1,867,014.00	\$1,794,698.00
Contract E145-07-01B, Sanitary Sewer Rehabilitation	\$ 200,969.00	\$ 248,069.00
Contract E145-07-01C, Sanitary Sewer Replacement	\$ 232,190.50	\$ 232,190.50
Contract E145-07-01D, Sanitary Manhole Lining	\$ 498,200.00	\$ 498,200.00
TOTAL	<u>\$2,798,373.50</u>	<u>\$2,773,157.50</u>

The sum of the low bids was nineteen percent (19%) lower than the Engineer's estimate. We are of the opinion that bidding on the project was very competitive due to the closeness of the bids and the number of bidders.

All proposals were signed and notarized and were submitted with a bid bond for five percent (5%) of the bid amount. The following irregularities were found when the bids were reviewed:

1. Terra Engineering & Construction Corp. listed multiple names for manufacturers and suppliers. Terra Engineering & Construction Corp. failed to correctly complete the Environmental Improvement Fund (EIF) MBE/WBE Contacts worksheets.
2. National Power Rodding Corp. provided a total sum for Contract E145-07-01B written in words of "One Hundred Seventy Three Thousand, Three Hundred Thirty Three Dollars and Twenty Eight cents" and a total sum written in figures of \$173,331.28. The correct total sum for Contract E145-07-01B is \$173,331.28. National Power Rodding Corp. did not provide the name of the manufacturer and supplier for the CIPP spot liner. National Power Rodding Corp. failed to correctly complete the Environmental Improvement Fund (EIF) MBE/WBE Contacts worksheets.
3. Don E. Parker Excavating, Inc. failed to correctly complete the Environmental Improvement Fund (EIF) MBE/WBE Contacts worksheets.
4. Kruczek Construction, Inc.. failed to correctly complete the Environmental Improvement Fund (EIF) MBE/WBE Contacts worksheets.
5. Infrastructure Technologies, Inc. listed the names of three suppliers for concrete.

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Mr. Mark Radtke, P.E., Director of Public Works

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We are of the opinion that the irregularities are not significant and should be waived.

We recommend that Contract E145-07-01A be awarded to Insituform Technologies USA of Lemont, Illinois in the amount of \$1,582,723.00. The amount includes Optional Bid Items 9A, 10A, 11A, 12A, and 13A.

We recommend that Contract E145-07-01B be awarded to National Power Rodding Corp. of Chicago, Illinois in the amount of \$150,459.73. The amount includes Optional Bid Item 24B and deleting Optional Bid Items 25B, 26B, and 27B.

Base Bid	\$173,331.28
Deduct Optional Bid Item 25B	(\$4,960.80)
Deduct Optional Bid Item 26B	(\$7,747.96)
Deduct Optional Bid Item 27B	<u>(\$10,162.79)</u>
TOTAL	<u>\$150,459.73</u>

We recommend that Contract E145-07-01C be awarded to De Groot, Inc. of Green Bay, Wisconsin in the amount of \$212,233.57.

We recommend that Contract E145-07-01D be awarded to Infrastructure Technologies, Inc. of Rhinelander, Wisconsin in the amount of \$312,491.00. The contract amount includes the deduct of \$475.00 for the alternative bid item for lining Manhole 614.

The total of the four (4) contracts to be awarded is \$2,257,907.30. Please contact Jeff Wolford or me if you have any questions or need additional information.

Sincerely,

KAEMPFER & ASSOCIATES, INC.



Taryn S. Nall, P.E.

TSN:jljb

Enc: Bid Tabulation

Bid Tabulation

Wastewater Collection System Rehabilitation Improvements - Phase 3

Contract No. E145-07-01

City of Menasha

Date: July 26, 2007

Engineer: Kaempfer & Associates, Inc.

Page 1 of 1

Contractor	E145-07-01A Sanitary Sewer Lining	E145-07-01B Sanitary Sewer Rehabilitation	E145-07-01C Sanitary Sewer Replacement	E145-07-01D Sanitary Manhole Lining	Bid Bond
Insituform Technologies USA	1,582,723.00				√
Terra Engineering & Construction Corp.	1,742,698.10				√
Visu-Sewer Clean & Seal, Inc.	1,986,276.50	201,395.00			√
Michels Corporation	1,997,999.00				√
National Power Rodding Corp.		173,331.28			√
Infrastructure Technologies, Inc.		258,268.35		312,966.00	√
De Groot, Inc.			212,233.57		√
Ronet Construction Corp.			256,691.85		√
Don E. Parker Excavating, Inc.			261,825.85		√
Dorner, Inc.			286,175.50		√
Kruczek Construction, Inc.			319,319.19		√
Advance Construction, Inc.			336,460.65		√
PTS Contractors, Inc.			337,303.00		√

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3

Contract E145-07-01A SANITARY SEWER LINING

City of Menasha, Winnebago County, Wisconsin

July 26, 2007

Item No.	Description	Contractor's											
		Insituform Technologies USA			Terra Engineering & Constr.			Visu-Sewer Clean & Seal, Inc.			Michels Corporation		
		Unit Price	Total Cost	Unit Price	Unit Price	Total Cost	Unit Price	Unit Price	Total Cost	Unit Price	Unit Price	Total Cost	Engineer's Estimate Unit Price Total Cost
1A	1,006 lineal feet of 21-inch sanitary sewer CIPP lining	\$64.00	\$64,384.00	\$82.75	\$83,246.50	\$81.00	\$81,486.00	\$96.00	\$96,576.00	\$70.00		\$70,420.00	\$70.00 \$70,420.00
2A	7,643 lineal feet of 18-inch sanitary sewer CIPP lining	\$44.00	\$336,292.00	\$49.75	\$380,239.25	\$59.50	\$454,758.50	\$73.00	\$557,939.00	\$55.00		\$420,365.00	\$55.00 \$420,365.00
3A	2,547 lineal feet of 15-inch sanitary sewer CIPP lining	\$37.00	\$94,239.00	\$53.00	\$134,991.00	\$51.00	\$129,897.00	\$61.00	\$155,367.00	\$43.00		\$109,521.00	\$43.00 \$109,521.00
4A	13,417 lineal feet of 12-inch sanitary sewer CIPP lining	\$31.00	\$415,927.00	\$30.75	\$412,572.75	\$35.25	\$472,949.25	\$34.00	\$456,178.00	\$36.00		\$483,012.00	\$36.00 \$483,012.00
5A	6,546 lineal feet of 10-inch sanitary sewer CIPP lining	\$27.00	\$176,742.00	\$27.25	\$178,378.50	\$30.00	\$196,380.00	\$29.00	\$189,834.00	\$30.00		\$196,380.00	\$30.00 \$196,380.00
6A	14,650 lineal feet of 8-inch sanitary sewer CIPP lining	\$24.00	\$351,600.00	\$27.75	\$406,537.50	\$31.00	\$454,150.00	\$27.00	\$395,550.00	\$28.00		\$410,200.00	\$28.00 \$410,200.00
7A	220 each pressure inject grouting lateral connection	\$300.00	\$66,000.00	\$318.60	\$70,092.00	\$535.00	\$117,700.00	\$309.00	\$67,980.00	\$450.00		\$99,000.00	\$450.00 \$99,000.00
8A	580 gallons of pressure inject grout material as specified in Article C2.18	\$25.00	\$14,500.00	\$19.50	\$11,310.00	\$7.00	\$4,060.00	\$20.00	\$11,600.00	\$10.00		\$5,800.00	\$10.00 \$5,800.00
OPTIONAL WORK ITEMS													
9A	399 lineal feet of 12-inch sanitary sewer CIPP lining on Melissa Street	\$30.00	\$11,970.00	\$30.75	\$12,269.25	\$35.25	\$14,064.75	\$34.00	\$13,566.00	\$36.00		\$14,364.00	\$36.00 \$14,364.00
10A	698 lineal feet of 10-inch sanitary sewer CIPP lining on Jefferson Street and Brighton Drive	\$28.00	\$19,544.00	\$27.25	\$19,020.50	\$30.00	\$20,940.00	\$29.00	\$20,242.00	\$30.00		\$20,940.00	\$30.00 \$20,940.00
11A	879 lineal feet of 8-inch sanitary sewer CIPP lining on Eighth Street and Harding Street	\$25.00	\$21,975.00	\$27.75	\$24,392.25	\$29.00	\$25,491.00	\$27.00	\$23,733.00	\$28.00		\$24,612.00	\$28.00 \$24,612.00
12A	26 each pressure inject grouting lateral connection	\$300.00	\$7,800.00	\$318.60	\$8,283.60	\$535.00	\$13,910.00	\$309.00	\$8,034.00	\$450.00		\$11,700.00	\$450.00 \$11,700.00
13A	70 gallons of pressure inject grout material as specified in Article C2.18	\$25.00	\$1,750.00	\$19.50	\$1,365.00	\$7.00	\$490.00	\$20.00	\$1,400.00	\$10.00		\$700.00	\$10.00 \$700.00
TOTAL, Part A Items 1A through 13A			\$1,582,723.00		\$1,742,698.10		\$1,986,276.50		\$1,997,999.00			\$1,867,014.00	

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3

Contract E145-07-01B SANITARY SEWER REHABILITATION

City of Menasha, Winnebago County, Wisconsin

July 26, 2007

Item No.	Description	Contractor's									
		National Power Rodding Corp.		Visu-Sewer Clean & Seal, Inc.		Infrastructure Technologies		Engineer's Estimate		Total Cost	Total Cost
		Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost		
1B	41 lineal feet of 12-inch sanitary sewer CIPP spot lining	\$330.72	\$13,559.52	\$545.00	\$22,345.00	\$495.00	\$20,295.00	\$550.00	\$22,550.00		
2B	4 lineal feet of 10-inch sanitary sewer CIPP spot lining	\$352.18	\$1,408.72	\$510.00	\$2,040.00	\$525.00	\$2,100.00	\$550.00	\$2,200.00		
3B	83 lineal feet of 8-inch sanitary sewer CIPP spot lining	\$274.67	\$22,797.61	\$497.00	\$41,251.00	\$440.00	\$36,520.00	\$450.00	\$37,350.00		
4B	10 each pressure inject grouting lateral connection on spot lined segments	\$1,200.00	\$12,000.00	\$1,000.00	\$10,000.00	\$880.00	\$8,800.00	\$450.00	\$4,500.00		
5B	50 gallons of pressure inject grout material for lateral connections as specified in Article C2.18	\$8.00	\$400.00	\$5.00	\$250.00	\$17.00	\$850.00	\$10.00	\$500.00		
6B	480 each pressure testing joints in 27-inch sanitary sewer	\$53.33	\$25,598.40	\$75.00	\$36,000.00	\$55.00	\$26,400.00	\$65.00	\$31,200.00		
7B	240 each pressure inject grouting joints and cracks in 27-inch sanitary sewer	\$20.00	\$4,800.00	\$10.00	\$2,400.00	\$70.50	\$16,920.00	\$100.00	\$24,000.00		
8B	124 each pressure testing joints in 21-inch sanitary sewer	\$51.60	\$6,398.40	\$55.00	\$6,820.00	\$88.00	\$10,912.00	\$25.00	\$3,100.00		
9B	62 each pressure inject grouting joints and cracks in 21-inch sanitary sewer	\$15.00	\$930.00	\$10.00	\$620.00	\$82.00	\$5,084.00	\$60.00	\$3,720.00		
10B	3,000 gallons of pressure inject grout material for joints and cracks as specified in Article C2.18	\$7.00	\$21,000.00	\$5.00	\$15,000.00	\$17.00	\$51,000.00	\$10.00	\$30,000.00		
11B	207 lineal feet of root removal in 21-inch sanitary sewer	\$12.50	\$2,587.50	\$12.00	\$2,484.00	\$5.50	\$1,138.50	\$2.00	\$414.00		
12B	207 lineal feet of root treatment in 21-inch sanitary sewer	\$25.94	\$5,369.58	\$20.00	\$4,140.00	\$10.55	\$2,183.85	\$5.00	\$1,035.00		
13B	3 each wall repair of precast manhole	\$500.00	\$1,500.00	\$200.00	\$600.00	\$380.00	\$1,140.00	\$500.00	\$1,500.00		
14B	1 each pressure grout injection of lift holes in precast manhole	\$150.00	\$150.00	\$200.00	\$200.00	\$80.00	\$80.00	\$1,000.00	\$1,000.00		
15B	18 each pressure grout injection of precast manhole joint	\$300.00	\$5,400.00	\$200.00	\$3,600.00	\$300.00	\$5,400.00	\$500.00	\$9,000.00		
16B	13 each pressure grout injection of sanitary sewer connection in manholes	\$300.00	\$3,900.00	\$200.00	\$2,600.00	\$210.00	\$2,730.00	\$600.00	\$7,800.00		
17B	330 gallons of pressure grout injection material as specified in Article C2.19	\$8.00	\$2,640.00	\$5.00	\$1,650.00	\$17.00	\$5,610.00	\$10.00	\$3,300.00		
18B	2 each invert construction in sanitary manhole	\$1,200.00	\$2,400.00	\$200.00	\$400.00	\$420.00	\$840.00	\$1,500.00	\$3,000.00		
19B	1 each obstruction removal in 48-inch sanitary sewer	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,850.00	\$1,850.00	\$1,000.00	\$1,000.00		
20B	1 each obstruction removal in 21-inch sanitary sewer	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$900.00	\$900.00	\$900.00	\$900.00		
21B	1 each obstruction removal in 18-inch sanitary sewer	\$900.00	\$900.00	\$600.00	\$600.00	\$900.00	\$900.00	\$900.00	\$900.00		
22B	5 each obstruction removal in 12-inch sanitary sewer	\$300.00	\$1,500.00	\$600.00	\$3,000.00	\$1,250.00	\$6,250.00	\$750.00	\$3,750.00		
23B	11 each obstruction removal in 8-inch sanitary sewer	\$300.00	\$3,300.00	\$600.00	\$6,600.00	\$800.00	\$8,800.00	\$750.00	\$8,250.00		
OPTIONAL WORK ITEMS											
24B	16 lineal feet of 27-inch sanitary sewer CIPP spot lining on easement west of Racine Street and on easement west of Milwaukee Street	\$620.00	\$9,920.00	\$550.00	\$8,800.00	\$695.00	\$11,120.00	\$700.00	\$11,200.00		
25B	15 lineal feet of 12-inch sanitary sewer CIPP spot lining on Melissa Street	\$330.72	\$4,960.80	\$425.00	\$6,375.00	\$440.00	\$6,600.00	\$550.00	\$8,250.00		
26B	22 lineal feet of 10-inch sanitary sewer CIPP spot lining on Jefferson Street and Brighton Drive	\$352.18	\$7,747.96	\$380.00	\$8,360.00	\$470.00	\$10,340.00	\$500.00	\$11,000.00		
27B	37 lineal feet of 8-inch sanitary sewer CIPP spot lining on Eighth Street and Harding Street	\$274.67	\$10,162.79	\$380.00	\$14,060.00	\$365.00	\$13,505.00	\$450.00	\$16,650.00		
	TOTAL, Items 1B through 27B		\$173,331.28		\$201,395.00		\$258,268.35		\$248,069.00		

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3
 Contract E145-07-01C SANITARY SEWER REPLACEMENT
 City of Menasha, Winnebago County, Wisconsin
 July 26, 2007

Item No.	Description	De Groot, Inc.						Contractor's						Kruczek Construction, Inc.					
		Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1C	2 lineal feet of 18-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$757.50	\$1,515.00	\$99.30	\$198.60	\$439.17	\$878.34	\$400.00	\$800.00	\$175.00	\$350.00								
2C	3 lineal feet of 10-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$454.50	\$1,363.50	\$119.00	\$357.00	\$347.52	\$1,042.56	\$300.00	\$900.00	\$150.00	\$450.00								
3C	17 lineal feet of 8-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$404.00	\$6,868.00	\$67.90	\$1,154.30	\$133.02	\$2,261.34	\$300.00	\$5,100.00	\$100.00	\$1,700.00								
4C	2,107 lineal feet of 8-inch PVC sanitary sewer pipeline replacement, with granular backfill	\$56.60	\$119,256.20	\$66.75	\$140,642.25	\$70.47	\$148,480.29	\$90.00	\$189,630.00	\$84.50	\$178,041.50								
5C	5 each Type 4S manhole up to 8-foot depth including up to 5 feet of interconnecting sewer and connections to existing sanitary sewers	\$2,322.81	\$11,614.05	\$4,300.00	\$21,500.00	\$5,362.00	\$26,810.00	\$2,600.00	\$13,000.00	\$5,535.00	\$27,675.00								
6C	14 vertical feet Type 4S manhole greater than 8-foot depth	\$101.00	\$1,414.00	\$400.00	\$5,600.00	\$229.00	\$3,206.00	\$185.00	\$2,590.00	\$540.00	\$7,560.00								
7C	4 each Type 4L manhole, including up 5 feet of interconnecting sewer and connections to existing sanitary sewers	\$2,323.00	\$9,292.00	\$3,925.00	\$15,700.00	\$5,404.00	\$21,616.00	\$2,600.00	\$10,400.00	\$6,445.00	\$25,780.00								
8C	1 each replacement of cone section	\$1,010.00	\$1,010.00	\$2,282.00	\$2,282.00	\$1,923.00	\$1,923.00	\$2,200.00	\$2,200.00	\$1,500.00	\$1,500.00								
9C	2 each connection of 8-inch SL to SS pipeline	\$858.50	\$1,717.00	\$635.00	\$1,270.00	\$604.00	\$1,208.00	\$660.00	\$1,320.00	\$950.00	\$1,900.00								
10C	27 each connection of 6-inch SL to SS pipeline	\$505.00	\$13,635.00	\$640.00	\$17,280.00	\$325.00	\$8,775.00	\$325.00	\$8,775.00	\$440.00	\$11,880.00								
11C	27 each connection of 4-inch SL to SS pipeline	\$505.00	\$13,635.00	\$630.00	\$17,010.00	\$294.10	\$7,940.70	\$290.00	\$7,830.00	\$440.00	\$11,880.00								
12C	20 lineal feet of 8-inch SL replacement	\$43.43	\$868.60	\$90.00	\$1,800.00	\$80.02	\$1,600.40	\$65.00	\$1,300.00	\$107.00	\$2,140.00								
13C	270 lineal feet of 6-inch SL replacement	\$48.65	\$13,135.50	\$45.00	\$12,150.00	\$57.00	\$15,390.00	\$64.00	\$17,280.00	\$79.00	\$21,330.00								
14C	270 lineal feet of 4-inch SL replacement	\$48.12	\$12,992.40	\$45.00	\$12,150.00	\$55.55	\$14,998.50	\$62.00	\$16,740.00	\$79.00	\$21,330.00								
15C	2,107 lineal feet of sewer cleaning and televising	\$1.26	\$2,654.82	\$1.10	\$2,317.70	\$2.21	\$4,656.47	\$1.50	\$3,160.50	\$1.00	\$2,107.00								
16C	1 each abandon-in-place 36 lineal feet of 21-inch SS	\$505.00	\$505.00	\$2,615.00	\$2,615.00	\$225.00	\$225.00	\$2,200.00	\$2,200.00	\$95.00	\$95.00								
17C	1 each provide concrete pipe plug in Manhole 296	\$252.50	\$252.50	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$300.00	\$300.00	\$500.69	\$500.69								
18C	1 each abandon-in-place 185 lineal feet of 8-inch SS	\$505.00	\$505.00	\$1,665.00	\$1,665.00	\$564.25	\$564.25	\$2,650.00	\$2,650.00	\$3,100.00	\$3,100.00								
	TOTAL, Part C Items 1C through 18C		\$212,233.57		\$256,691.85		\$261,825.85		\$286,175.50		\$319,319.19								

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3
 Contract E145-07-01C SANITARY SEWER REPLACEMENT
 City of Menasha, Winnebago County, Wisconsin
 July 26, 2007

Item No.	Description	Contractor's						Engineer's Estimate	
		Advance Construction, Inc.		PTS Contractors, Inc.		Total Cost		Unit Price	Total Cost
		Unit Price	Total Cost	Unit Price	Total Cost				
1C	2 lineal feet of 18-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$1,000.00	\$2,000.00	\$850.00	\$1,700.00			\$100.00	\$200.00
2C	3 lineal feet of 10-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$800.00	\$2,400.00	\$510.00	\$1,530.00			\$60.00	\$180.00
3C	17 lineal feet of 8-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$600.00	\$10,200.00	\$310.00	\$5,270.00			\$50.00	\$850.00
4C	2,107 lineal feet of 8-inch PVC sanitary sewer pipeline replacement, with granular backfill	\$70.00	\$147,490.00	\$87.00	\$183,309.00			\$50.00	\$105,350.00
5C	5 each Type 4S manhole up to 8-foot depth including up to 5 feet of interconnecting sewer and connections to existing sanitary sewers	\$7,000.00	\$35,000.00	\$5,120.00	\$25,600.00			\$6,500.00	\$32,500.00
6C	14 vertical feet Type 4S manhole greater than 8-foot depth	\$500.00	\$7,000.00	\$260.00	\$3,640.00			\$250.00	\$3,500.00
7C	4 each Type 4L manhole, including up to 5 feet of interconnecting sewer and connections to existing sanitary sewers	\$7,000.00	\$28,000.00	\$5,100.00	\$20,400.00			\$6,500.00	\$26,000.00
8C	1 each replacement of cone section	\$3,500.00	\$3,500.00	\$1,950.00	\$1,950.00			\$3,000.00	\$3,000.00
9C	2 each connection of 8-inch SL to SS pipeline	\$2,000.00	\$4,000.00	\$1,690.00	\$3,380.00			\$600.00	\$1,200.00
10C	27 each connection of 6-inch SL to SS pipeline	\$550.00	\$14,850.00	\$790.00	\$21,330.00			\$500.00	\$13,500.00
11C	27 each connection of 4-inch SL to SS pipeline	\$540.00	\$14,580.00	\$750.00	\$20,250.00			\$500.00	\$13,500.00
12C	20 lineal feet of 8-inch SL replacement	\$250.00	\$5,000.00	\$73.00	\$1,460.00			\$50.00	\$1,000.00
13C	270 lineal feet of 6-inch SL replacement	\$101.00	\$27,270.00	\$71.00	\$19,170.00			\$40.00	\$10,800.00
14C	270 lineal feet of 4-inch SL replacement	\$100.00	\$27,000.00	\$70.00	\$18,900.00			\$35.00	\$9,450.00
15C	2,107 lineal feet of sewer cleaning and televising	\$1.95	\$4,108.65	\$2.00	\$4,214.00			\$1.50	\$3,160.50
16C	1 each abandon-in-place 36 lineal feet of 21-inch SS	\$1,440.00	\$1,440.00	\$1,500.00	\$1,500.00			\$2,000.00	\$2,000.00
17C	1 each provide concrete pipe plug in Manhole 296	\$400.00	\$400.00	\$700.00	\$700.00			\$500.00	\$500.00
18C	1 each abandon-in-place 185 lineal feet of 8-inch SS	\$2,222.00	\$2,222.00	\$3,000.00	\$3,000.00			\$5,500.00	\$5,500.00
	TOTAL, Part C Items 1C through 18C		\$336,460.65		\$337,303.00				\$232,190.50

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3
 Contract E145-07-01D SANITARY MANHOLE LINING
 City of Menasha, Winnebago County, Wisconsin
 July 26, 2007

Item No.	Description	Contractor's			
		Infrastructure Technologies		Engineer's Estimate	
		Unit Price	Total Cost	Unit Price	Total Cost
1D	972 vertical feet of manhole concrete lining	\$226.00	\$219,672.00	\$325.00	\$315,900.00
2D	268 each sanitary sewer pipe connection	\$75.00	\$20,100.00	\$300.00	\$80,400.00
3D	72 each manhole flow channel construction to springline	\$367.00	\$26,424.00	\$600.00	\$43,200.00
4D	39 each manhole flow channel construction to 1-inch above crown of pipe	\$580.00	\$22,620.00	\$800.00	\$31,200.00
5D	31 each internal/external manhole chimney seal	\$280.00	\$8,680.00	\$300.00	\$9,300.00
6D	31 each urethane chimney seal	\$210.00	\$6,510.00	\$200.00	\$6,200.00
7D	31 each butyl and urethane chimney seal	\$260.00	\$8,060.00	\$300.00	\$9,300.00
8D	18 each butyl chimney seal	\$50.00	\$900.00	\$150.00	\$2,700.00
	TOTAL, Part D Items 1D through 8D		\$312,966.00		\$498,200.00



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary

101 S. Webster St.
Box 7921
Madison, Wisconsin 53707-7921
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711

RECEIVED OCT 30 2007

October 26, 2007

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

MR. MARK RADTKE, DIRECTOR OF PUBLIC WORKS
CITY OF MENASHA
140 MAIN STREET
MENASHA WI 54952-3190

SUBJECT: Clean Water Fund Program Financial Assistance Application
City of Menasha
Project No. 5101-03

Dear Mr. Radtke:

Thank you for your application of August 10, 2007 for Clean Water Fund Program (CWFP) financial assistance. The Department of Natural Resources (DNR) Bureau of Community Financial Assistance has reviewed the application and determined that it is acceptable according to the requirements of s. NR 162.06(2), Wis. Adm. Code.

The Department of Administration (DOA) has reserved funding for the project in accordance with s. 281.58(9m)(e), Wis. Stats., based on project information contained in the application. DOA must approve the details of the final project financing plan prior to the loan closing.

As is required by the code, the City of Menasha needs to enter into a Financial Assistance Agreement (FAA) with the Clean Water Fund Program within 8 months of the date of this notification, or June 26, 2008. If the FAA is not completed prior to that date, it will be necessary for the community to reapply if it still wishes to receive funding for this project.

I am the project manager for this project and will be your primary contact during the process of meeting the requirements for Clean Water Fund Program financial assistance. The items listed below need to be submitted to and approved by the DNR at least 30 days prior to finalizing the FAA. If you have not submitted the items listed, please do so as soon as you can.

BUREAU OF COMMUNITY FINANCIAL ASSISTANCE, ENVIRONMENTAL LOANS SECTION:

- Bidding documentation
- Documentation verifying compliance with MBE/WBE requirements
- Request for CWFP disbursement and supporting invoices
- Loan closing documents
- Proof of user charge and sewer use ordinance adoption

BUREAU OF WATERSHED MANAGEMENT:

Plan of operation

I will contact you in the near future and look forward to working with you during the course of your CWFP project. If you have any questions, please call me at 608-266-9193 or Meja.Maka@Wisconsin.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Meja Maka', with a long horizontal stroke extending to the right.

Meja Maka, Financial Assistance Specialist
Environmental Loans Section
Bureau of Community Financial Assistance

cc: Robert Hannes – NER/Green Bay - Electronic Copy
Kathy Winter, Kaempfer & Associates Inc. - Oconto Falls
Mulazim Nasir – WT/2
Ed Brinson – DOA/10

Kaempfer & Associates, Inc.

Consulting Engineers

650 East Jackson St. P.O. Box 150
Oconto Falls, Wisconsin 54154
(920) 846-3932 Fax (920) 846-8319

July 31, 2007

E145-05.10

Mr. Mark Radtke, P.E., Director of Public Works
City of Menasha
140 Main Street
Menasha, WI 54952-3190

Re: Wastewater Collection System Rehabilitation Improvements - Phase 3
Bid Award Recommendation

Dear Mr. Radtke:

On Thursday, July 26, 2007 at 2:00 p.m., bids for the Wastewater Collection System Rehabilitation Improvements Phase 3, Contract E145-07-01A for Sanitary Sewer Lining, Contract E145-07-01B for Sanitary Sewer Rehabilitation, Contract E145-07-01C for Sanitary Sewer Replacement, and Contract E145-07-01D for Sanitary Manhole Lining, were opened and read. A total of fifteen (15) bids were received from thirteen (13) contractors. Four (4) bids were received for Contract E145-07-01A, three (3) bids were received for Contract E145-07-01B, seven (7) bids were received for Contract E145-07-01C and one (1) bid was received for Contract E145-07-01D. Five (5) contractors who received plans and specifications and were prequalified by the City did not submit a bid.

The four (4) bids received for Contract E145-07-01A, Sanitary Sewer Lining, were as follows:

<u>Contractor</u>	<u>Total Bid</u>
Insituform Technologies USA	\$1,582,723.00
Terra Engineering & Construction Corp.	\$1,742,698.10
Visu-Sewer Clean & Seal, Inc.	\$1,986,276.50
Michels Corporation	\$1,997,999.00

The proposal schedule for Contract E145-07-01A contained five (5) optional work items. Optional Bid Item 9A is for sanitary sewer cured in place pipe (CIPP) lining on Melissa Street. Optional Bid Item 10A is for sanitary sewer CIPP lining on Jefferson Street and Brighton Drive. Optional Bid Item 11A is for sanitary sewer CIPP lining on Eighth Street and Harding Street. Optional Bid Item 12A is for pressure inject grouting lateral connections. Optional Bid Item 13A is for pressure inject grout material. The cost for the optional bid item work is included in the base bid. The cost for Optional Bid Items 9A, 10A, 11, 12, and 13A based on the low bidder for Contract E145-07-01A is \$63,039.00. We recommend that Optional Bid Items 9A, 10A, 11A, 12A, and 13A be included in the Sanitary Sewer Lining Contract.

No Contractors offered alternative bid items for Contract E145-07-01A, Sanitary Sewer Lining.

July 31, 2007

Mr. Mark Radtke, P.E., Director of Public Works

Page 2

The three (3) bids received for Contract E145-07-01B, Sanitary Sewer Rehabilitation, were as follows:

<u>Contractor</u>	<u>Total Bid</u>
National Power Rodding Corp.	\$173,331.28
Visu-Sewer Clean & Seal, Inc.	\$201,395.00
Infrastructure Technologies, Inc.	\$258,268.35

The proposal schedule for Contract E145-07-01B contained four (4) optional work items. Optional Bid Item 24B is for CIPP spot lining on easement west of Racine Street and on easement west of Milwaukee Street. Optional Bid Item 25B is for CIPP spot lining on Melissa Street. Optional Bid Item 26B is for CIPP spot lining on Jefferson Street and Brighton Drive. Optional Bid Item 27B is for CIPP spot lining on Eighth Street and Harding Street. The cost for the optional bid item work is included in the base bid. The cost for Optional Bid Items 24B, 25B, 26B, and 27B, based on the low bidder for Contract E145-07-01B is \$32,791.55. We recommend that Optional Bid Item 24B be included in the Sanitary Sewer Rehabilitation Contract. We recommend that Optional Bid Items 25B, 26B, and 27B not be included in the Sanitary Sewer Rehabilitation Contract. Deleting Optional Bid Items 25B, 26B, and 27B will decrease the contract amount of the low bidder for Contract E145-07-01B by \$22,871.55.

Visu-Sewer Clean & Seal, Inc. offered a proposed alternative for Contract E145-07-01B, Sanitary Sewer Rehabilitation, for using Duke's root control method. We recommend that the proposed alternative not be considered because there was inadequate information and no costs were presented.

The seven (7) bids received for Contract E145-07-01C, Sanitary Sewer Replacement, were as follows:

<u>Contractor</u>	<u>Total Bid</u>
De Groot, Inc.	\$212,233.57
Ronet Construction Corp.	\$256,691.85
Don E. Parker Excavating, Inc.	\$261,825.85
Dorner, Inc.	\$286,175.50
Kruczek Construction, Inc.	\$319,319.19
Advance Construction, Inc.	\$336,460.65
PTS Contractors, Inc.	\$337,303.00

No Contractors offered alternative bid items for Contract E145-07-01C, Sanitary Sewer Replacement.

The one (1) bid received for Contract E145-07-01D, Sanitary Manhole Lining, was as follows:

<u>Contractor</u>	<u>Total Bid</u>
Infrastructure Technologies, Inc.	312,966.00

Infrastructure Technologies, Inc. offered two alternative bid items for the Contractor E145-07-01D, Manhole Lining. The first alternative bid item was for providing concrete lining of only the brick riser in place of a total manhole lining in Manhole 614 on Emily Street. The existing pavement, casting, adjustment rings, and flattop concrete section would remain in place. A copy of the alternative bid is attached. The alternate bid item would decrease Infrastructure Technologies, Inc. bid by \$475.00 for a total bid for Contract E145-07-01D of \$312,491.00. We recommend that the proposed alternative bid be

July 31, 2007

Mr. Mark Radtke, P.E., Director of Public Works

Page 3

considered for the Sanitary Manhole Lining Contract. The second alternative bid was for providing a bypass traffic control plan for lining of Manhole 395 at the intersection of Third Street and Racine Street if lining is required prior to State Trunk Highway (STH) '114' reconstruction in 2010. The alternative bid item would increase Infrastructure Technologies, Inc. bid by \$950.00. We recommend that the proposed alternative bid item not be considered.

A copy of the bid tabulation, which includes details of the unit price work items, is attached. The bid tabulation reflects the amounts after all corrections have been made. Two addenda were issued during the bidding process. All Contractors acknowledged receipt of Addendum No. 1 and Addendum No. 2. All bidders whose proposals were received were prequalified by the City of Menasha.

The Engineer's estimate for the project, based on the final design, was:

<u>Contract</u>	<u>Cost with Lining Optional Work Items</u>	<u>Cost with Spot Lining Optional Work Items</u>
Contract E145-07-01A, Sanitary Sewer Lining	\$1,867,014.00	\$1,794,698.00
Contract E145-07-01B, Sanitary Sewer Rehabilitation	\$ 200,969.00	\$ 248,069.00
Contract E145-07-01C, Sanitary Sewer Replacement	\$ 232,190.50	\$ 232,190.50
Contract E145-07-01D, Sanitary Manhole Lining	\$ 498,200.00	\$ 498,200.00
TOTAL	<u>\$2,798,373.50</u>	<u>\$2,773,157.50</u>

The sum of the low bids was nineteen percent (19%) lower than the Engineer's estimate. We are of the opinion that bidding on the project was very competitive due to the closeness of the bids and the number of bidders.

All proposals were signed and notarized and were submitted with a bid bond for five percent (5%) of the bid amount. The following irregularities were found when the bids were reviewed:

1. Terra Engineering & Construction Corp. listed multiple names for manufacturers and suppliers. Terra Engineering & Construction Corp. failed to correctly complete the Environmental Improvement Fund (EIF) MBE/WBE Contacts worksheets.
2. National Power Rodding Corp. provided a total sum for Contract E145-07-01B written in words of "One Hundred Seventy Three Thousand, Three Hundred Thirty Three Dollars and Twenty Eight cents" and a total sum written in figures of \$173,331.28. The correct total sum for Contract E145-07-01B is \$173,331.28. National Power Rodding Corp. did not provide the name of the manufacturer and supplier for the CIPP spot liner. National Power Rodding Corp. failed to correctly complete the Environmental Improvement Fund (EIF) MBE/WBE Contacts worksheets.
3. Don E. Parker Excavating, Inc. failed to correctly complete the Environmental Improvement Fund (EIF) MBE/WBE Contacts worksheets.
4. Kruczek Construction, Inc.. failed to correctly complete the Environmental Improvement Fund (EIF) MBE/WBE Contacts worksheets.
5. Infrastructure Technologies, Inc. listed the names of three suppliers for concrete.

July 31, 2007

Mr. Mark Radtke, P.E., Director of Public Works

Page 4

We are of the opinion that the irregularities are not significant and should be waived.

We recommend that Contract E145-07-01A be awarded to Insituform Technologies USA of Lemont, Illinois in the amount of \$1,582,723.00. The amount includes Optional Bid Items 9A, 10A, 11A, 12A, and 13A.

We recommend that Contract E145-07-01B be awarded to National Power Rodding Corp. of Chicago, Illinois in the amount of \$150,459.73. The amount includes Optional Bid Item 24B and deleting Optional Bid Items 25B, 26B, and 27B.

Base Bid	\$173,331.28
Deduct Optional Bid Item 25B	(\$4,960.80)
Deduct Optional Bid Item 26B	(\$7,747.96)
Deduct Optional Bid Item 27B	<u>(\$10,162.79)</u>
TOTAL	<u>\$150,459.73</u>

We recommend that Contract E145-07-01C be awarded to De Groot, Inc. of Green Bay, Wisconsin in the amount of \$212,233.57.

We recommend that Contract E145-07-01D be awarded to Infrastructure Technologies, Inc. of Rhinelander, Wisconsin in the amount of \$312,491.00. The contract amount includes the deduct of \$475.00 for the alternative bid item for lining Manhole 614.

The total of the four (4) contracts to be awarded is \$2,257,907.30. Please contact Jeff Wolford or me if you have any questions or need additional information.

Sincerely,

KAEMPFER & ASSOCIATES, INC.



Taryn S. Nall, P.E.

TSN:jljb

Enc: Bid Tabulation

Bid Tabulation

Wastewater Collection System Rehabilitation Improvements - Phase 3

Contract No. E145-07-01

City of Menasha

Date: July 26, 2007

Engineer: Kaempfer & Associates, Inc.

Page 1 of 1

Contractor	E145-07-01A Sanitary Sewer Lining	E145-07-01B Sanitary Sewer Rehabilitation	E145-07-01C Sanitary Sewer Replacement	E145-07-01D Sanitary Manhole Lining	Bid Bond
Insituform Technologies USA	1,582,723.00				√
Terra Engineering & Construction Corp.	1,742,698.10				√
Visu-Sewer Clean & Seal, Inc.	1,986,276.50	201,395.00			√
Michels Corporation	1,997,999.00				√
National Power Rodding Corp.		173,331.28			√
Infrastructure Technologies, Inc.		258,268.35		312,966.00	√
De Groot, Inc.			212,233.57		√
Ronet Construction Corp.			256,691.85		√
Don E. Parker Excavating, Inc.			261,825.85		√
Dorner, Inc.			286,175.50		√
Kruczek Construction, Inc.			319,319.19		√
Advance Construction, Inc.			336,460.65		√
PTS Contractors, Inc.			337,303.00		√

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3

Contract E145-07-01A SANITARY SEWER LINING

City of Menasha, Winnebago County, Wisconsin

July 26, 2007

Item No.	Description	Contractor's						Contractor's						Contractor's					
		Insituform Technologies USA			Terra Engineering & Constr.			Visu-Sewer Clean & Seal, Inc.			Michels Corporation			Engineer's Estimate					
		Unit Price	Total Cost	Unit Price	Unit Price	Total Cost	Unit Price	Unit Price	Total Cost	Unit Price	Unit Price	Total Cost	Unit Price	Unit Price	Total Cost	Unit Price	Unit Price	Total Cost	Unit Price
1A	1,006 lineal feet of 21-inch sanitary sewer CIPP lining	\$64.00	\$64,384.00	\$82.75	\$83,246.50	\$81.00	\$81,486.00	\$96.00	\$96,576.00	\$70.00	\$70,420.00	\$70.00	\$70,420.00	\$70.00	\$70,420.00	\$70.00	\$70,420.00	\$70,420.00	\$70,420.00
2A	7,643 lineal feet of 18-inch sanitary sewer CIPP lining	\$44.00	\$336,292.00	\$49.75	\$380,239.25	\$59.50	\$454,758.50	\$73.00	\$557,939.00	\$55.00	\$420,365.00	\$55.00	\$420,365.00	\$55.00	\$420,365.00	\$55.00	\$420,365.00	\$420,365.00	\$420,365.00
3A	2,547 lineal feet of 15-inch sanitary sewer CIPP lining	\$37.00	\$94,239.00	\$53.00	\$134,991.00	\$51.00	\$129,897.00	\$61.00	\$155,367.00	\$43.00	\$109,521.00	\$43.00	\$109,521.00	\$43.00	\$109,521.00	\$43.00	\$109,521.00	\$109,521.00	\$109,521.00
4A	13,417 lineal feet of 12-inch sanitary sewer CIPP lining	\$31.00	\$415,927.00	\$30.75	\$412,572.75	\$35.25	\$472,949.25	\$34.00	\$456,178.00	\$36.00	\$483,012.00	\$36.00	\$483,012.00	\$36.00	\$483,012.00	\$36.00	\$483,012.00	\$483,012.00	\$483,012.00
5A	6,546 lineal feet of 10-inch sanitary sewer CIPP lining	\$27.00	\$176,742.00	\$27.25	\$178,378.50	\$30.00	\$196,380.00	\$29.00	\$189,834.00	\$30.00	\$196,380.00	\$29.00	\$189,834.00	\$30.00	\$196,380.00	\$30.00	\$196,380.00	\$196,380.00	\$196,380.00
6A	14,650 lineal feet of 8-inch sanitary sewer CIPP lining	\$24.00	\$351,600.00	\$27.75	\$406,537.50	\$31.00	\$454,150.00	\$27.00	\$395,550.00	\$28.00	\$410,200.00	\$27.00	\$395,550.00	\$28.00	\$410,200.00	\$28.00	\$410,200.00	\$410,200.00	\$410,200.00
7A	220 each pressure inject grouting lateral connection	\$300.00	\$66,000.00	\$318.60	\$70,092.00	\$535.00	\$117,700.00	\$309.00	\$67,980.00	\$450.00	\$99,000.00	\$309.00	\$67,980.00	\$450.00	\$99,000.00	\$450.00	\$99,000.00	\$99,000.00	\$99,000.00
8A	580 gallons of pressure inject grout material as specified in Article C2.18	\$25.00	\$14,500.00	\$19.50	\$11,310.00	\$7.00	\$4,060.00	\$20.00	\$11,600.00	\$10.00	\$5,800.00	\$20.00	\$11,600.00	\$10.00	\$5,800.00	\$10.00	\$5,800.00	\$5,800.00	\$5,800.00
OPTIONAL WORK ITEMS																			
9A	399 lineal feet of 12-inch sanitary sewer CIPP lining on Melissa Street	\$30.00	\$11,970.00	\$30.75	\$12,269.25	\$35.25	\$14,064.75	\$34.00	\$13,566.00	\$36.00	\$14,364.00	\$34.00	\$13,566.00	\$36.00	\$14,364.00	\$36.00	\$14,364.00	\$14,364.00	\$14,364.00
10A	698 lineal feet of 10-inch sanitary sewer CIPP lining on Jefferson Street and Brighton Drive	\$28.00	\$19,544.00	\$27.25	\$19,020.50	\$30.00	\$20,940.00	\$29.00	\$20,242.00	\$30.00	\$20,940.00	\$29.00	\$20,242.00	\$30.00	\$20,940.00	\$30.00	\$20,940.00	\$20,940.00	\$20,940.00
11A	879 lineal feet of 8-inch sanitary sewer CIPP lining on Eighth Street and Harding Street	\$25.00	\$21,975.00	\$27.75	\$24,392.25	\$29.00	\$25,491.00	\$27.00	\$23,733.00	\$28.00	\$24,612.00	\$27.00	\$23,733.00	\$28.00	\$24,612.00	\$28.00	\$24,612.00	\$24,612.00	\$24,612.00
12A	26 each pressure inject grouting lateral connection	\$300.00	\$7,800.00	\$318.60	\$8,283.60	\$535.00	\$13,910.00	\$309.00	\$8,034.00	\$450.00	\$11,700.00	\$309.00	\$8,034.00	\$450.00	\$11,700.00	\$450.00	\$11,700.00	\$11,700.00	\$11,700.00
13A	70 gallons of pressure inject grout material as specified in Article C2.18	\$25.00	\$1,750.00	\$19.50	\$1,365.00	\$7.00	\$490.00	\$20.00	\$1,400.00	\$10.00	\$700.00	\$20.00	\$1,400.00	\$10.00	\$700.00	\$10.00	\$700.00	\$700.00	\$700.00
TOTAL, Part A Items 1A through 13A			\$1,582,723.00		\$1,742,698.10		\$1,986,276.50		\$1,997,999.00		\$1,867,014.00		\$1,997,999.00		\$1,867,014.00		\$1,867,014.00	\$1,867,014.00	\$1,867,014.00

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3

Contract E145-07-01B SANITARY SEWER REHABILITATION

City of Menasha, Winnebago County, Wisconsin

July 26, 2007

Item No.	Description	Contractor's									
		National Power Rodding Corp.		Visu-Sewer Clean & Seal, Inc.		Infrastructure Technologies		Engineer's Estimate		Total Cost	Total Cost
		Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost		
1B	41 lineal feet of 12-inch sanitary sewer CIPP spot lining	\$330.72	\$13,559.52	\$545.00	\$22,345.00	\$495.00	\$20,295.00	\$550.00	\$22,550.00		
2B	4 lineal feet of 10-inch sanitary sewer CIPP spot lining	\$352.18	\$1,408.72	\$510.00	\$2,040.00	\$525.00	\$2,100.00	\$550.00	\$2,200.00		
3B	83 lineal feet of 8-inch sanitary sewer CIPP spot lining	\$274.67	\$22,797.61	\$497.00	\$41,251.00	\$440.00	\$36,520.00	\$450.00	\$37,350.00		
4B	10 each pressure inject grouting lateral connection on spot lined segments	\$1,200.00	\$12,000.00	\$1,000.00	\$10,000.00	\$880.00	\$8,800.00	\$450.00	\$4,500.00		
5B	50 gallons of pressure inject grout material for lateral connections as specified in Article C2.18	\$8.00	\$400.00	\$5.00	\$250.00	\$17.00	\$850.00	\$10.00	\$500.00		
6B	480 each pressure testing joints in 27-inch sanitary sewer	\$53.33	\$25,598.40	\$75.00	\$36,000.00	\$55.00	\$26,400.00	\$65.00	\$31,200.00		
7B	240 each pressure inject grouting joints and cracks in 27-inch sanitary sewer	\$20.00	\$4,800.00	\$10.00	\$2,400.00	\$70.50	\$16,920.00	\$100.00	\$24,000.00		
8B	124 each pressure testing joints in 21-inch sanitary sewer	\$51.60	\$6,398.40	\$55.00	\$6,820.00	\$88.00	\$10,912.00	\$25.00	\$3,100.00		
9B	62 each pressure inject grouting joints and cracks in 21-inch sanitary sewer	\$15.00	\$930.00	\$10.00	\$620.00	\$82.00	\$5,084.00	\$60.00	\$3,720.00		
10B	3,000 gallons of pressure inject grout material for joints and cracks as specified in Article C2.18	\$7.00	\$21,000.00	\$5.00	\$15,000.00	\$17.00	\$51,000.00	\$10.00	\$30,000.00		
11B	207 lineal feet of root removal in 21-inch sanitary sewer	\$12.50	\$2,587.50	\$12.00	\$2,484.00	\$5.50	\$1,138.50	\$2.00	\$414.00		
12B	207 lineal feet of root treatment in 21-inch sanitary sewer	\$25.94	\$5,369.58	\$20.00	\$4,140.00	\$10.55	\$2,183.85	\$5.00	\$1,035.00		
13B	3 each wall repair of precast manhole	\$500.00	\$1,500.00	\$200.00	\$600.00	\$380.00	\$1,140.00	\$500.00	\$1,500.00		
14B	1 each pressure grout injection of lift holes in precast manhole	\$150.00	\$150.00	\$200.00	\$200.00	\$80.00	\$80.00	\$1,000.00	\$1,000.00		
15B	18 each pressure grout injection of precast manhole joint	\$300.00	\$5,400.00	\$200.00	\$3,600.00	\$300.00	\$5,400.00	\$500.00	\$9,000.00		
16B	13 each pressure grout injection of sanitary sewer connection in manholes	\$300.00	\$3,900.00	\$200.00	\$2,600.00	\$210.00	\$2,730.00	\$600.00	\$7,800.00		
17B	330 gallons of pressure grout injection material as specified in Article C2.19	\$8.00	\$2,640.00	\$5.00	\$1,650.00	\$17.00	\$5,610.00	\$10.00	\$3,300.00		
18B	2 each invert construction in sanitary manhole	\$1,200.00	\$2,400.00	\$200.00	\$400.00	\$420.00	\$840.00	\$1,500.00	\$3,000.00		
19B	1 each obstruction removal in 48-inch sanitary sewer	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,850.00	\$1,850.00	\$1,000.00	\$1,000.00		
20B	1 each obstruction removal in 21-inch sanitary sewer	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$900.00	\$900.00	\$900.00	\$900.00		
21B	1 each obstruction removal in 18-inch sanitary sewer	\$900.00	\$900.00	\$600.00	\$600.00	\$900.00	\$900.00	\$900.00	\$900.00		
22B	5 each obstruction removal in 12-inch sanitary sewer	\$300.00	\$1,500.00	\$600.00	\$3,000.00	\$1,250.00	\$6,250.00	\$750.00	\$3,750.00		
23B	11 each obstruction removal in 8-inch sanitary sewer	\$300.00	\$3,300.00	\$600.00	\$6,600.00	\$800.00	\$8,800.00	\$750.00	\$8,250.00		
OPTIONAL WORK ITEMS											
24B	16 lineal feet of 27-inch sanitary sewer CIPP spot lining on easement west of Racine Street and on easement west of Milwaukee Street	\$620.00	\$9,920.00	\$550.00	\$8,800.00	\$695.00	\$11,120.00	\$700.00	\$11,200.00		
25B	15 lineal feet of 12-inch sanitary sewer CIPP spot lining on Melissa Street	\$330.72	\$4,960.80	\$425.00	\$6,375.00	\$440.00	\$6,600.00	\$550.00	\$8,250.00		
26B	22 lineal feet of 10-inch sanitary sewer CIPP spot lining on Jefferson Street and Brighton Drive	\$352.18	\$7,747.96	\$380.00	\$8,360.00	\$470.00	\$10,340.00	\$500.00	\$11,000.00		
27B	37 lineal feet of 8-inch sanitary sewer CIPP spot lining on Eighth Street and Harding Street	\$274.67	\$10,162.79	\$380.00	\$14,060.00	\$365.00	\$13,505.00	\$450.00	\$16,650.00		
	TOTAL, Items 1B through 27B		\$173,331.28		\$201,395.00		\$258,268.35		\$248,069.00		

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3
 Contract E145-07-01C SANITARY SEWER REPLACEMENT
 City of Menasha, Winnebago County, Wisconsin
 July 26, 2007

Item No.	Description	De Groot, Inc.						Contractor's						Kruczek Construction, Inc.					
		Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1C	2 lineal feet of 18-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$757.50	\$1,515.00	\$99.30	\$198.60	\$439.17	\$878.34	\$400.00	\$800.00	\$175.00	\$350.00								
2C	3 lineal feet of 10-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$454.50	\$1,363.50	\$119.00	\$357.00	\$347.52	\$1,042.56	\$300.00	\$900.00	\$150.00	\$450.00								
3C	17 lineal feet of 8-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$404.00	\$6,868.00	\$67.90	\$1,154.30	\$133.02	\$2,261.34	\$300.00	\$5,100.00	\$100.00	\$1,700.00								
4C	2,107 lineal feet of 8-inch PVC sanitary sewer pipeline replacement, with granular backfill	\$56.60	\$119,256.20	\$66.75	\$140,642.25	\$70.47	\$148,480.29	\$90.00	\$189,630.00	\$84.50	\$178,041.50								
5C	5 each Type 4S manhole up to 8-foot depth including up to 5 feet of interconnecting sewer and connections to existing sanitary sewers	\$2,322.81	\$11,614.05	\$4,300.00	\$21,500.00	\$5,362.00	\$26,810.00	\$2,600.00	\$13,000.00	\$5,535.00	\$27,675.00								
6C	14 vertical feet Type 4S manhole greater than 8-foot depth	\$101.00	\$1,414.00	\$400.00	\$5,600.00	\$229.00	\$3,206.00	\$185.00	\$2,590.00	\$540.00	\$7,560.00								
7C	4 each Type 4L manhole, including up 5 feet of interconnecting sewer and connections to existing sanitary sewers	\$2,323.00	\$9,292.00	\$3,925.00	\$15,700.00	\$5,404.00	\$21,616.00	\$2,600.00	\$10,400.00	\$6,445.00	\$25,780.00								
8C	1 each replacement of cone section	\$1,010.00	\$1,010.00	\$2,282.00	\$2,282.00	\$1,923.00	\$1,923.00	\$2,200.00	\$2,200.00	\$1,500.00	\$1,500.00								
9C	2 each connection of 8-inch SL to SS pipeline	\$858.50	\$1,717.00	\$635.00	\$1,270.00	\$604.00	\$1,208.00	\$660.00	\$1,320.00	\$950.00	\$1,900.00								
10C	27 each connection of 6-inch SL to SS pipeline	\$505.00	\$13,635.00	\$640.00	\$17,280.00	\$325.00	\$8,775.00	\$325.00	\$8,775.00	\$440.00	\$11,880.00								
11C	27 each connection of 4-inch SL to SS pipeline	\$505.00	\$13,635.00	\$630.00	\$17,010.00	\$294.10	\$7,940.70	\$290.00	\$7,830.00	\$440.00	\$11,880.00								
12C	20 lineal feet of 8-inch SL replacement	\$43.43	\$868.60	\$90.00	\$1,800.00	\$80.02	\$1,600.40	\$65.00	\$1,300.00	\$107.00	\$2,140.00								
13C	270 lineal feet of 6-inch SL replacement	\$48.65	\$13,135.50	\$45.00	\$12,150.00	\$57.00	\$15,390.00	\$64.00	\$17,280.00	\$79.00	\$21,330.00								
14C	270 lineal feet of 4-inch SL replacement	\$48.12	\$12,992.40	\$45.00	\$12,150.00	\$55.55	\$14,998.50	\$62.00	\$16,740.00	\$79.00	\$21,330.00								
15C	2,107 lineal feet of sewer cleaning and televising	\$1.26	\$2,654.82	\$1.10	\$2,317.70	\$2.21	\$4,656.47	\$1.50	\$3,160.50	\$1.00	\$2,107.00								
16C	1 each abandon-in-place 36 lineal feet of 21-inch SS	\$505.00	\$505.00	\$2,615.00	\$2,615.00	\$225.00	\$225.00	\$2,200.00	\$2,200.00	\$95.00	\$95.00								
17C	1 each provide concrete pipe plug in Manhole 296	\$252.50	\$252.50	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$300.00	\$300.00	\$500.69	\$500.69								
18C	1 each abandon-in-place 185 lineal feet of 8-inch SS	\$505.00	\$505.00	\$1,665.00	\$1,665.00	\$564.25	\$564.25	\$2,650.00	\$2,650.00	\$3,100.00	\$3,100.00								
	TOTAL, Part C Items 1C through 18C		\$212,233.57		\$256,691.85		\$261,825.85		\$286,175.50		\$319,319.19								

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3

Contract E145-07-01C SANITARY SEWER REPLACEMENT

City of Menasha, Winnebago County, Wisconsin

July 26, 2007

Item No.	Description	Contractor's						Engineer's Estimate	
		Advance Construction, Inc.		PTS Contractors, Inc.		Total Cost		Unit Price	Total Cost
		Unit Price	Total Cost	Unit Price	Total Cost				
1C	2 lineal feet of 18-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$1,000.00	\$2,000.00	\$850.00	\$1,700.00			\$100.00	\$200.00
2C	3 lineal feet of 10-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$800.00	\$2,400.00	\$510.00	\$1,530.00			\$60.00	\$180.00
3C	17 lineal feet of 8-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$600.00	\$10,200.00	\$310.00	\$5,270.00			\$50.00	\$850.00
4C	2,107 lineal feet of 8-inch PVC sanitary sewer pipeline replacement, with granular backfill	\$70.00	\$147,490.00	\$87.00	\$183,309.00			\$50.00	\$105,350.00
5C	5 each Type 4S manhole up to 8-foot depth including up to 5 feet of interconnecting sewer and connections to existing sanitary sewers	\$7,000.00	\$35,000.00	\$5,120.00	\$25,600.00			\$6,500.00	\$32,500.00
6C	14 vertical feet Type 4S manhole greater than 8-foot depth	\$500.00	\$7,000.00	\$260.00	\$3,640.00			\$250.00	\$3,500.00
7C	4 each Type 4L manhole, including up to 5 feet of interconnecting sewer and connections to existing sanitary sewers	\$7,000.00	\$28,000.00	\$5,100.00	\$20,400.00			\$6,500.00	\$26,000.00
8C	1 each replacement of cone section	\$3,500.00	\$3,500.00	\$1,950.00	\$1,950.00			\$3,000.00	\$3,000.00
9C	2 each connection of 8-inch SL to SS pipeline	\$2,000.00	\$4,000.00	\$1,690.00	\$3,380.00			\$600.00	\$1,200.00
10C	27 each connection of 6-inch SL to SS pipeline	\$550.00	\$14,850.00	\$790.00	\$21,330.00			\$500.00	\$13,500.00
11C	27 each connection of 4-inch SL to SS pipeline	\$540.00	\$14,580.00	\$750.00	\$20,250.00			\$500.00	\$13,500.00
12C	20 lineal feet of 8-inch SL replacement	\$250.00	\$5,000.00	\$73.00	\$1,460.00			\$50.00	\$1,000.00
13C	270 lineal feet of 6-inch SL replacement	\$101.00	\$27,270.00	\$71.00	\$19,170.00			\$40.00	\$10,800.00
14C	270 lineal feet of 4-inch SL replacement	\$100.00	\$27,000.00	\$70.00	\$18,900.00			\$35.00	\$9,450.00
15C	2,107 lineal feet of sewer cleaning and televising	\$1.95	\$4,108.65	\$2.00	\$4,214.00			\$1.50	\$3,160.50
16C	1 each abandon-in-place 36 lineal feet of 21-inch SS	\$1,440.00	\$1,440.00	\$1,500.00	\$1,500.00			\$2,000.00	\$2,000.00
17C	1 each provide concrete pipe plug in Manhole 296	\$400.00	\$400.00	\$700.00	\$700.00			\$500.00	\$500.00
18C	1 each abandon-in-place 185 lineal feet of 8-inch SS	\$2,222.00	\$2,222.00	\$3,000.00	\$3,000.00			\$5,500.00	\$5,500.00
	TOTAL, Part C Items 1C through 18C		\$336,460.65		\$337,303.00				\$232,190.50

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3
 Contract E145-07-01D SANITARY MANHOLE LINING
 City of Menasha, Winnebago County, Wisconsin
 July 26, 2007

Item No.	Description	Contractor's				
		Infrastructure Technologies		Engineer's Estimate		
		Unit Price	Total Cost	Unit Price	Total Cost	
1D	972 vertical feet of manhole concrete lining	\$226.00	\$219,672.00	\$325.00	\$315,900.00	
2D	268 each sanitary sewer pipe connection	\$75.00	\$20,100.00	\$300.00	\$80,400.00	
3D	72 each manhole flow channel construction to springline	\$367.00	\$26,424.00	\$600.00	\$43,200.00	
4D	39 each manhole flow channel construction to 1-inch above crown of pipe	\$580.00	\$22,620.00	\$800.00	\$31,200.00	
5D	31 each internal/external manhole chimney seal	\$280.00	\$8,680.00	\$300.00	\$9,300.00	
6D	31 each urethane chimney seal	\$210.00	\$6,510.00	\$200.00	\$6,200.00	
7D	31 each butyl and urethane chimney seal	\$260.00	\$8,060.00	\$300.00	\$9,300.00	
8D	18 each butyl chimney seal	\$50.00	\$900.00	\$150.00	\$2,700.00	
	TOTAL, Part D Items 1D through 8D		\$312,966.00		\$498,200.00	



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary

101 S. Webster St.
Box 7921
Madison, Wisconsin 53707-7921
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711

RECEIVED OCT 30 2007

October 26, 2007

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

MR. MARK RADTKE, DIRECTOR OF PUBLIC WORKS
CITY OF MENASHA
140 MAIN STREET
MENASHA WI 54952-3190

SUBJECT: Clean Water Fund Program Financial Assistance Application
City of Menasha
Project No. 5101-03

Dear Mr. Radtke:

Thank you for your application of August 10, 2007 for Clean Water Fund Program (CWFP) financial assistance. The Department of Natural Resources (DNR) Bureau of Community Financial Assistance has reviewed the application and determined that it is acceptable according to the requirements of s. NR 162.06(2), Wis. Adm. Code.

The Department of Administration (DOA) has reserved funding for the project in accordance with s. 281.58(9m)(e), Wis. Stats., based on project information contained in the application. DOA must approve the details of the final project financing plan prior to the loan closing.

As is required by the code, the City of Menasha needs to enter into a Financial Assistance Agreement (FAA) with the Clean Water Fund Program within 8 months of the date of this notification, or June 26, 2008. If the FAA is not completed prior to that date, it will be necessary for the community to reapply if it still wishes to receive funding for this project.

I am the project manager for this project and will be your primary contact during the process of meeting the requirements for Clean Water Fund Program financial assistance. The items listed below need to be submitted to and approved by the DNR at least 30 days prior to finalizing the FAA. If you have not submitted the items listed, please do so as soon as you can.

BUREAU OF COMMUNITY FINANCIAL ASSISTANCE, ENVIRONMENTAL LOANS SECTION:

- Bidding documentation
- Documentation verifying compliance with MBE/WBE requirements
- Request for CWFP disbursement and supporting invoices
- Loan closing documents
- Proof of user charge and sewer use ordinance adoption

BUREAU OF WATERSHED MANAGEMENT:

Plan of operation

I will contact you in the near future and look forward to working with you during the course of your CWFP project. If you have any questions, please call me at 608-266-9193 or Meja.Maka@Wisconsin.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Meja Maka', with a long horizontal stroke extending to the right.

Meja Maka, Financial Assistance Specialist
Environmental Loans Section
Bureau of Community Financial Assistance

cc: Robert Hannes – NER/Green Bay - Electronic Copy
Kathy Winter, Kaempfer & Associates Inc. - Oconto Falls
Mulazim Nasir – WT/2
Ed Brinson – DOA/10

Kaempfer & Associates, Inc.

Consulting Engineers

650 East Jackson St. P.O. Box 150
Oconto Falls, Wisconsin 54154
(920) 846-3932 Fax (920) 846-8319

July 31, 2007

E145-05.10

Mr. Mark Radtke, P.E., Director of Public Works
City of Menasha
140 Main Street
Menasha, WI 54952-3190

Re: Wastewater Collection System Rehabilitation Improvements - Phase 3
Bid Award Recommendation

Dear Mr. Radtke:

On Thursday, July 26, 2007 at 2:00 p.m., bids for the Wastewater Collection System Rehabilitation Improvements Phase 3, Contract E145-07-01A for Sanitary Sewer Lining, Contract E145-07-01B for Sanitary Sewer Rehabilitation, Contract E145-07-01C for Sanitary Sewer Replacement, and Contract E145-07-01D for Sanitary Manhole Lining, were opened and read. A total of fifteen (15) bids were received from thirteen (13) contractors. Four (4) bids were received for Contract E145-07-01A, three (3) bids were received for Contract E145-07-01B, seven (7) bids were received for Contract E145-07-01C and one (1) bid was received for Contract E145-07-01D. Five (5) contractors who received plans and specifications and were prequalified by the City did not submit a bid.

The four (4) bids received for Contract E145-07-01A, Sanitary Sewer Lining, were as follows:

<u>Contractor</u>	<u>Total Bid</u>
Insituform Technologies USA	\$1,582,723.00
Terra Engineering & Construction Corp.	\$1,742,698.10
Visu-Sewer Clean & Seal, Inc.	\$1,986,276.50
Michels Corporation	\$1,997,999.00

The proposal schedule for Contract E145-07-01A contained five (5) optional work items. Optional Bid Item 9A is for sanitary sewer cured in place pipe (CIPP) lining on Melissa Street. Optional Bid Item 10A is for sanitary sewer CIPP lining on Jefferson Street and Brighton Drive. Optional Bid Item 11A is for sanitary sewer CIPP lining on Eighth Street and Harding Street. Optional Bid Item 12A is for pressure inject grouting lateral connections. Optional Bid Item 13A is for pressure inject grout material. The cost for the optional bid item work is included in the base bid. The cost for Optional Bid Items 9A, 10A, 11, 12, and 13A based on the low bidder for Contract E145-07-01A is \$63,039.00. We recommend that Optional Bid Items 9A, 10A, 11A, 12A, and 13A be included in the Sanitary Sewer Lining Contract.

No Contractors offered alternative bid items for Contract E145-07-01A, Sanitary Sewer Lining.

July 31, 2007

Mr. Mark Radtke, P.E., Director of Public Works

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The three (3) bids received for Contract E145-07-01B, Sanitary Sewer Rehabilitation, were as follows:

<u>Contractor</u>	<u>Total Bid</u>
National Power Rodding Corp.	\$173,331.28
Visu-Sewer Clean & Seal, Inc.	\$201,395.00
Infrastructure Technologies, Inc.	\$258,268.35

The proposal schedule for Contract E145-07-01B contained four (4) optional work items. Optional Bid Item 24B is for CIPP spot lining on easement west of Racine Street and on easement west of Milwaukee Street. Optional Bid Item 25B is for CIPP spot lining on Melissa Street. Optional Bid Item 26B is for CIPP spot lining on Jefferson Street and Brighton Drive. Optional Bid Item 27B is for CIPP spot lining on Eighth Street and Harding Street. The cost for the optional bid item work is included in the base bid. The cost for Optional Bid Items 24B, 25B, 26B, and 27B, based on the low bidder for Contract E145-07-01B is \$32,791.55. We recommend that Optional Bid Item 24B be included in the Sanitary Sewer Rehabilitation Contract. We recommend that Optional Bid Items 25B, 26B, and 27B not be included in the Sanitary Sewer Rehabilitation Contract. Deleting Optional Bid Items 25B, 26B, and 27B will decrease the contract amount of the low bidder for Contract E145-07-01B by \$22,871.55.

Visu-Sewer Clean & Seal, Inc. offered a proposed alternative for Contract E145-07-01B, Sanitary Sewer Rehabilitation, for using Duke's root control method. We recommend that the proposed alternative not be considered because there was inadequate information and no costs were presented.

The seven (7) bids received for Contract E145-07-01C, Sanitary Sewer Replacement, were as follows:

<u>Contractor</u>	<u>Total Bid</u>
De Groot, Inc.	\$212,233.57
Ronet Construction Corp.	\$256,691.85
Don E. Parker Excavating, Inc.	\$261,825.85
Dorner, Inc.	\$286,175.50
Kruczek Construction, Inc.	\$319,319.19
Advance Construction, Inc.	\$336,460.65
PTS Contractors, Inc.	\$337,303.00

No Contractors offered alternative bid items for Contract E145-07-01C, Sanitary Sewer Replacement.

The one (1) bid received for Contract E145-07-01D, Sanitary Manhole Lining, was as follows:

<u>Contractor</u>	<u>Total Bid</u>
Infrastructure Technologies, Inc.	312,966.00

Infrastructure Technologies, Inc. offered two alternative bid items for the Contractor E145-07-01D, Manhole Lining. The first alternative bid item was for providing concrete lining of only the brick riser in place of a total manhole lining in Manhole 614 on Emily Street. The existing pavement, casting, adjustment rings, and flattop concrete section would remain in place. A copy of the alternative bid is attached. The alternate bid item would decrease Infrastructure Technologies, Inc. bid by \$475.00 for a total bid for Contract E145-07-01D of \$312,491.00. We recommend that the proposed alternative bid be

July 31, 2007

Mr. Mark Radtke, P.E., Director of Public Works

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considered for the Sanitary Manhole Lining Contract. The second alternative bid was for providing a bypass traffic control plan for lining of Manhole 395 at the intersection of Third Street and Racine Street if lining is required prior to State Trunk Highway (STH) '114' reconstruction in 2010. The alternative bid item would increase Infrastructure Technologies, Inc. bid by \$950.00. We recommend that the proposed alternative bid item not be considered.

A copy of the bid tabulation, which includes details of the unit price work items, is attached. The bid tabulation reflects the amounts after all corrections have been made. Two addenda were issued during the bidding process. All Contractors acknowledged receipt of Addendum No. 1 and Addendum No. 2. All bidders whose proposals were received were prequalified by the City of Menasha.

The Engineer's estimate for the project, based on the final design, was:

<u>Contract</u>	<u>Cost with Lining Optional Work Items</u>	<u>Cost with Spot Lining Optional Work Items</u>
Contract E145-07-01A, Sanitary Sewer Lining	\$1,867,014.00	\$1,794,698.00
Contract E145-07-01B, Sanitary Sewer Rehabilitation	\$ 200,969.00	\$ 248,069.00
Contract E145-07-01C, Sanitary Sewer Replacement	\$ 232,190.50	\$ 232,190.50
Contract E145-07-01D, Sanitary Manhole Lining	\$ 498,200.00	\$ 498,200.00
TOTAL	<u>\$2,798,373.50</u>	<u>\$2,773,157.50</u>

The sum of the low bids was nineteen percent (19%) lower than the Engineer's estimate. We are of the opinion that bidding on the project was very competitive due to the closeness of the bids and the number of bidders.

All proposals were signed and notarized and were submitted with a bid bond for five percent (5%) of the bid amount. The following irregularities were found when the bids were reviewed:

1. Terra Engineering & Construction Corp. listed multiple names for manufacturers and suppliers. Terra Engineering & Construction Corp. failed to correctly complete the Environmental Improvement Fund (EIF) MBE/WBE Contacts worksheets.
2. National Power Rodding Corp. provided a total sum for Contract E145-07-01B written in words of "One Hundred Seventy Three Thousand, Three Hundred Thirty Three Dollars and Twenty Eight cents" and a total sum written in figures of \$173,331.28. The correct total sum for Contract E145-07-01B is \$173,331.28. National Power Rodding Corp. did not provide the name of the manufacturer and supplier for the CIPP spot liner. National Power Rodding Corp. failed to correctly complete the Environmental Improvement Fund (EIF) MBE/WBE Contacts worksheets.
3. Don E. Parker Excavating, Inc. failed to correctly complete the Environmental Improvement Fund (EIF) MBE/WBE Contacts worksheets.
4. Kruczek Construction, Inc.. failed to correctly complete the Environmental Improvement Fund (EIF) MBE/WBE Contacts worksheets.
5. Infrastructure Technologies, Inc. listed the names of three suppliers for concrete.

July 31, 2007

Mr. Mark Radtke, P.E., Director of Public Works

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We are of the opinion that the irregularities are not significant and should be waived.

We recommend that Contract E145-07-01A be awarded to Insituform Technologies USA of Lemont, Illinois in the amount of \$1,582,723.00. The amount includes Optional Bid Items 9A, 10A, 11A, 12A, and 13A.

We recommend that Contract E145-07-01B be awarded to National Power Rodding Corp. of Chicago, Illinois in the amount of \$150,459.73. The amount includes Optional Bid Item 24B and deleting Optional Bid Items 25B, 26B, and 27B.

Base Bid	\$173,331.28
Deduct Optional Bid Item 25B	(\$4,960.80)
Deduct Optional Bid Item 26B	(\$7,747.96)
Deduct Optional Bid Item 27B	<u>(\$10,162.79)</u>
TOTAL	<u>\$150,459.73</u>

We recommend that Contract E145-07-01C be awarded to De Groot, Inc. of Green Bay, Wisconsin in the amount of \$212,233.57.

We recommend that Contract E145-07-01D be awarded to Infrastructure Technologies, Inc. of Rhinelander, Wisconsin in the amount of \$312,491.00. The contract amount includes the deduct of \$475.00 for the alternative bid item for lining Manhole 614.

The total of the four (4) contracts to be awarded is \$2,257,907.30. Please contact Jeff Wolford or me if you have any questions or need additional information.

Sincerely,

KAEMPFER & ASSOCIATES, INC.



Taryn S. Nall, P.E.

TSN:jljb

Enc: Bid Tabulation

Bid Tabulation

Wastewater Collection System Rehabilitation Improvements - Phase 3

Contract No. E145-07-01

City of Menasha

Date: July 26, 2007

Engineer: Kaempfer & Associates, Inc.

Page 1 of 1

Contractor	E145-07-01A Sanitary Sewer Lining	E145-07-01B Sanitary Sewer Rehabilitation	E145-07-01C Sanitary Sewer Replacement	E145-07-01D Sanitary Manhole Lining	Bid Bond
Insituform Technologies USA	1,582,723.00				√
Terra Engineering & Construction Corp.	1,742,698.10				√
Visu-Sewer Clean & Seal, Inc.	1,986,276.50	201,395.00			√
Michels Corporation	1,997,999.00				√
National Power Rodding Corp.		173,331.28			√
Infrastructure Technologies, Inc.		258,268.35		312,966.00	√
De Groot, Inc.			212,233.57		√
Ronet Construction Corp.			256,691.85		√
Don E. Parker Excavating, Inc.			261,825.85		√
Dorner, Inc.			286,175.50		√
Kruczek Construction, Inc.			319,319.19		√
Advance Construction, Inc.			336,460.65		√
PTS Contractors, Inc.			337,303.00		√

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3

Contract E145-07-01A SANITARY SEWER LINING

City of Menasha, Winnebago County, Wisconsin

July 26, 2007

Item No.	Description	Contractor's						Engineer's Estimate					
		Insituform Technologies USA			Terra Engineering & Constr.			Visu-Sewer Clean & Seal, Inc.			Michels Corporation		
		Unit Price	Total Cost	Unit Price	Unit Price	Total Cost	Unit Price	Unit Price	Total Cost	Unit Price	Unit Price	Total Cost	Total Cost
1A	1,006 lineal feet of 21-inch sanitary sewer CIPP lining	\$64.00	\$64,384.00	\$82.75	\$83,246.50	\$81.00	\$81,486.00	\$96.00	\$96,576.00	\$70.00	\$70,420.00	\$70.00	\$70,420.00
2A	7,643 lineal feet of 18-inch sanitary sewer CIPP lining	\$44.00	\$336,292.00	\$49.75	\$380,239.25	\$59.50	\$454,758.50	\$73.00	\$557,939.00	\$55.00	\$420,365.00	\$55.00	\$420,365.00
3A	2,547 lineal feet of 15-inch sanitary sewer CIPP lining	\$37.00	\$94,239.00	\$53.00	\$134,991.00	\$51.00	\$129,897.00	\$61.00	\$155,367.00	\$43.00	\$109,521.00	\$43.00	\$109,521.00
4A	13,417 lineal feet of 12-inch sanitary sewer CIPP lining	\$31.00	\$415,927.00	\$30.75	\$412,572.75	\$35.25	\$472,949.25	\$34.00	\$456,178.00	\$36.00	\$483,012.00	\$36.00	\$483,012.00
5A	6,546 lineal feet of 10-inch sanitary sewer CIPP lining	\$27.00	\$176,742.00	\$27.25	\$178,378.50	\$30.00	\$196,380.00	\$29.00	\$189,834.00	\$30.00	\$196,380.00	\$30.00	\$196,380.00
6A	14,650 lineal feet of 8-inch sanitary sewer CIPP lining	\$24.00	\$351,600.00	\$27.75	\$406,537.50	\$31.00	\$454,150.00	\$27.00	\$395,550.00	\$28.00	\$410,200.00	\$28.00	\$410,200.00
7A	220 each pressure inject grouting lateral connection	\$300.00	\$66,000.00	\$318.60	\$70,092.00	\$535.00	\$117,700.00	\$309.00	\$67,980.00	\$450.00	\$99,000.00	\$450.00	\$99,000.00
8A	580 gallons of pressure inject grout material as specified in Article C2.18	\$25.00	\$14,500.00	\$19.50	\$11,310.00	\$7.00	\$4,060.00	\$20.00	\$11,600.00	\$10.00	\$5,800.00	\$10.00	\$5,800.00
OPTIONAL WORK ITEMS													
9A	399 lineal feet of 12-inch sanitary sewer CIPP lining on Melissa Street	\$30.00	\$11,970.00	\$30.75	\$12,269.25	\$35.25	\$14,064.75	\$34.00	\$13,566.00	\$36.00	\$14,364.00	\$36.00	\$14,364.00
10A	698 lineal feet of 10-inch sanitary sewer CIPP lining on Jefferson Street and Brighton Drive	\$28.00	\$19,544.00	\$27.25	\$19,020.50	\$30.00	\$20,940.00	\$29.00	\$20,242.00	\$30.00	\$20,940.00	\$30.00	\$20,940.00
11A	879 lineal feet of 8-inch sanitary sewer CIPP lining on Eighth Street and Harding Street	\$25.00	\$21,975.00	\$27.75	\$24,392.25	\$29.00	\$25,491.00	\$27.00	\$23,733.00	\$28.00	\$24,612.00	\$28.00	\$24,612.00
12A	26 each pressure inject grouting lateral connection	\$300.00	\$7,800.00	\$318.60	\$8,283.60	\$535.00	\$13,910.00	\$309.00	\$8,034.00	\$450.00	\$11,700.00	\$450.00	\$11,700.00
13A	70 gallons of pressure inject grout material as specified in Article C2.18	\$25.00	\$1,750.00	\$19.50	\$1,365.00	\$7.00	\$490.00	\$20.00	\$1,400.00	\$10.00	\$700.00	\$10.00	\$700.00
TOTAL, Part A Items 1A through 13A			\$1,582,723.00		\$1,742,698.10		\$1,986,276.50		\$1,997,999.00				\$1,867,014.00

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3

Contract E145-07-01B SANITARY SEWER REHABILITATION

City of Menasha, Winnebago County, Wisconsin

July 26, 2007

Item No.	Description	Contractor's									
		National Power Rodding Corp.		Visu-Sewer Clean & Seal, Inc.		Infrastructure Technologies		Engineer's Estimate		Total Cost	Total Cost
		Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost		
1B	41 lineal feet of 12-inch sanitary sewer CIPP spot lining	\$330.72	\$13,559.52	\$545.00	\$22,345.00	\$495.00	\$20,295.00	\$550.00	\$22,550.00		
2B	4 lineal feet of 10-inch sanitary sewer CIPP spot lining	\$352.18	\$1,408.72	\$510.00	\$2,040.00	\$525.00	\$2,100.00	\$550.00	\$2,200.00		
3B	83 lineal feet of 8-inch sanitary sewer CIPP spot lining	\$274.67	\$22,797.61	\$497.00	\$41,251.00	\$440.00	\$36,520.00	\$450.00	\$37,350.00		
4B	10 each pressure inject grouting lateral connection on spot lined segments	\$1,200.00	\$12,000.00	\$1,000.00	\$10,000.00	\$880.00	\$8,800.00	\$450.00	\$4,500.00		
5B	50 gallons of pressure inject grout material for lateral connections as specified in Article C2.18	\$8.00	\$400.00	\$5.00	\$250.00	\$17.00	\$850.00	\$10.00	\$500.00		
6B	480 each pressure testing joints in 27-inch sanitary sewer	\$53.33	\$25,598.40	\$75.00	\$36,000.00	\$55.00	\$26,400.00	\$65.00	\$31,200.00		
7B	240 each pressure inject grouting joints and cracks in 27-inch sanitary sewer	\$20.00	\$4,800.00	\$10.00	\$2,400.00	\$70.50	\$16,920.00	\$100.00	\$24,000.00		
8B	124 each pressure testing joints in 21-inch sanitary sewer	\$51.60	\$6,398.40	\$55.00	\$6,820.00	\$88.00	\$10,912.00	\$25.00	\$3,100.00		
9B	62 each pressure inject grouting joints and cracks in 21-inch sanitary sewer	\$15.00	\$930.00	\$10.00	\$620.00	\$82.00	\$5,084.00	\$60.00	\$3,720.00		
10B	3,000 gallons of pressure inject grout material for joints and cracks as specified in Article C2.18	\$7.00	\$21,000.00	\$5.00	\$15,000.00	\$17.00	\$51,000.00	\$10.00	\$30,000.00		
11B	207 lineal feet of root removal in 21-inch sanitary sewer	\$12.50	\$2,587.50	\$12.00	\$2,484.00	\$5.50	\$1,138.50	\$2.00	\$414.00		
12B	207 lineal feet of root treatment in 21-inch sanitary sewer	\$25.94	\$5,369.58	\$20.00	\$4,140.00	\$10.55	\$2,183.85	\$5.00	\$1,035.00		
13B	3 each wall repair of precast manhole	\$500.00	\$1,500.00	\$200.00	\$600.00	\$380.00	\$1,140.00	\$500.00	\$1,500.00		
14B	1 each pressure grout injection of lift holes in precast manhole	\$150.00	\$150.00	\$200.00	\$200.00	\$80.00	\$80.00	\$1,000.00	\$1,000.00		
15B	18 each pressure grout injection of precast manhole joint	\$300.00	\$5,400.00	\$200.00	\$3,600.00	\$300.00	\$5,400.00	\$500.00	\$9,000.00		
16B	13 each pressure grout injection of sanitary sewer connection in manholes	\$300.00	\$3,900.00	\$200.00	\$2,600.00	\$210.00	\$2,730.00	\$600.00	\$7,800.00		
17B	330 gallons of pressure grout injection material as specified in Article C2.19	\$8.00	\$2,640.00	\$5.00	\$1,650.00	\$17.00	\$5,610.00	\$10.00	\$3,300.00		
18B	2 each invert construction in sanitary manhole	\$1,200.00	\$2,400.00	\$200.00	\$400.00	\$420.00	\$840.00	\$1,500.00	\$3,000.00		
19B	1 each obstruction removal in 48-inch sanitary sewer	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,850.00	\$1,850.00	\$1,000.00	\$1,000.00		
20B	1 each obstruction removal in 21-inch sanitary sewer	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$900.00	\$900.00	\$900.00	\$900.00		
21B	1 each obstruction removal in 18-inch sanitary sewer	\$900.00	\$900.00	\$600.00	\$600.00	\$900.00	\$900.00	\$900.00	\$900.00		
22B	5 each obstruction removal in 12-inch sanitary sewer	\$300.00	\$1,500.00	\$600.00	\$3,000.00	\$1,250.00	\$6,250.00	\$750.00	\$3,750.00		
23B	11 each obstruction removal in 8-inch sanitary sewer	\$300.00	\$3,300.00	\$600.00	\$6,600.00	\$800.00	\$8,800.00	\$750.00	\$8,250.00		
OPTIONAL WORK ITEMS											
24B	16 lineal feet of 27-inch sanitary sewer CIPP spot lining on easement west of Racine Street and on easement west of Milwaukee Street	\$620.00	\$9,920.00	\$550.00	\$8,800.00	\$695.00	\$11,120.00	\$700.00	\$11,200.00		
25B	15 lineal feet of 12-inch sanitary sewer CIPP spot lining on Melissa Street	\$330.72	\$4,960.80	\$425.00	\$6,375.00	\$440.00	\$6,600.00	\$550.00	\$8,250.00		
26B	22 lineal feet of 10-inch sanitary sewer CIPP spot lining on Jefferson Street and Brighton Drive	\$352.18	\$7,747.96	\$380.00	\$8,360.00	\$470.00	\$10,340.00	\$500.00	\$11,000.00		
27B	37 lineal feet of 8-inch sanitary sewer CIPP spot lining on Eighth Street and Harding Street	\$274.67	\$10,162.79	\$380.00	\$14,060.00	\$365.00	\$13,505.00	\$450.00	\$16,650.00		
	TOTAL, Items 1B through 27B		\$173,331.28		\$201,395.00		\$258,268.35		\$248,069.00		

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3
 Contract E145-07-01C SANITARY SEWER REPLACEMENT
 City of Menasha, Winnebago County, Wisconsin
 July 26, 2007

Item No.	Description	De Groot, Inc.						Contractor's						Kruczek Construction, Inc.					
		Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1C	2 lineal feet of 18-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$757.50	\$1,515.00	\$99.30	\$198.60	\$439.17	\$878.34	\$400.00	\$800.00	\$175.00	\$350.00								
2C	3 lineal feet of 10-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$454.50	\$1,363.50	\$119.00	\$357.00	\$347.52	\$1,042.56	\$300.00	\$900.00	\$150.00	\$450.00								
3C	17 lineal feet of 8-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$404.00	\$6,868.00	\$67.90	\$1,154.30	\$133.02	\$2,261.34	\$300.00	\$5,100.00	\$100.00	\$1,700.00								
4C	2,107 lineal feet of 8-inch PVC sanitary sewer pipeline replacement, with granular backfill	\$56.60	\$119,256.20	\$66.75	\$140,642.25	\$70.47	\$148,480.29	\$90.00	\$189,630.00	\$84.50	\$178,041.50								
5C	5 each Type 4S manhole up to 8-foot depth including up to 5 feet of interconnecting sewer and connections to existing sanitary sewers	\$2,322.81	\$11,614.05	\$4,300.00	\$21,500.00	\$5,362.00	\$26,810.00	\$2,600.00	\$13,000.00	\$5,535.00	\$27,675.00								
6C	14 vertical feet Type 4S manhole greater than 8-foot depth	\$101.00	\$1,414.00	\$400.00	\$5,600.00	\$229.00	\$3,206.00	\$185.00	\$2,590.00	\$540.00	\$7,560.00								
7C	4 each Type 4L manhole, including up 5 feet of interconnecting sewer and connections to existing sanitary sewers	\$2,323.00	\$9,292.00	\$3,925.00	\$15,700.00	\$5,404.00	\$21,616.00	\$2,600.00	\$10,400.00	\$6,445.00	\$25,780.00								
8C	1 each replacement of cone section	\$1,010.00	\$1,010.00	\$2,282.00	\$2,282.00	\$1,923.00	\$1,923.00	\$2,200.00	\$2,200.00	\$1,500.00	\$1,500.00								
9C	2 each connection of 8-inch SL to SS pipeline	\$858.50	\$1,717.00	\$635.00	\$1,270.00	\$604.00	\$1,208.00	\$660.00	\$1,320.00	\$950.00	\$1,900.00								
10C	27 each connection of 6-inch SL to SS pipeline	\$505.00	\$13,635.00	\$640.00	\$17,280.00	\$325.00	\$8,775.00	\$325.00	\$8,775.00	\$440.00	\$11,880.00								
11C	27 each connection of 4-inch SL to SS pipeline	\$505.00	\$13,635.00	\$630.00	\$17,010.00	\$294.10	\$7,940.70	\$290.00	\$7,830.00	\$440.00	\$11,880.00								
12C	20 lineal feet of 8-inch SL replacement	\$43.43	\$868.60	\$90.00	\$1,800.00	\$80.02	\$1,600.40	\$65.00	\$1,300.00	\$107.00	\$2,140.00								
13C	270 lineal feet of 6-inch SL replacement	\$48.65	\$13,135.50	\$45.00	\$12,150.00	\$57.00	\$15,390.00	\$64.00	\$17,280.00	\$79.00	\$21,330.00								
14C	270 lineal feet of 4-inch SL replacement	\$48.12	\$12,992.40	\$45.00	\$12,150.00	\$55.55	\$14,998.50	\$62.00	\$16,740.00	\$79.00	\$21,330.00								
15C	2,107 lineal feet of sewer cleaning and televising	\$1.26	\$2,654.82	\$1.10	\$2,317.70	\$2.21	\$4,656.47	\$1.50	\$3,160.50	\$1.00	\$2,107.00								
16C	1 each abandon-in-place 36 lineal feet of 21-inch SS	\$505.00	\$505.00	\$2,615.00	\$2,615.00	\$225.00	\$225.00	\$2,200.00	\$2,200.00	\$95.00	\$95.00								
17C	1 each provide concrete pipe plug in Manhole 296	\$252.50	\$252.50	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$300.00	\$300.00	\$500.69	\$500.69								
18C	1 each abandon-in-place 185 lineal feet of 8-inch SS	\$505.00	\$505.00	\$1,665.00	\$1,665.00	\$564.25	\$564.25	\$2,650.00	\$2,650.00	\$3,100.00	\$3,100.00								
	TOTAL, Part C Items 1C through 18C		\$212,233.57		\$256,691.85		\$261,825.85		\$286,175.50		\$319,319.19								

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3

Contract E145-07-01C SANITARY SEWER REPLACEMENT

City of Menasha, Winnebago County, Wisconsin

July 26, 2007

Item No.	Description	Contractor's						Engineer's Estimate	
		Advance Construction, Inc.		PTS Contractors, Inc.		Total Cost		Unit Price	Total Cost
		Unit Price	Total Cost	Unit Price	Total Cost				
1C	2 lineal feet of 18-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$1,000.00	\$2,000.00	\$850.00	\$1,700.00			\$100.00	\$200.00
2C	3 lineal feet of 10-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$800.00	\$2,400.00	\$510.00	\$1,530.00			\$60.00	\$180.00
3C	17 lineal feet of 8-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$600.00	\$10,200.00	\$310.00	\$5,270.00			\$50.00	\$850.00
4C	2,107 lineal feet of 8-inch PVC sanitary sewer pipeline replacement, with granular backfill	\$70.00	\$147,490.00	\$87.00	\$183,309.00			\$50.00	\$105,350.00
5C	5 each Type 4S manhole up to 8-foot depth including up to 5 feet of interconnecting sewer and connections to existing sanitary sewers	\$7,000.00	\$35,000.00	\$5,120.00	\$25,600.00			\$6,500.00	\$32,500.00
6C	14 vertical feet Type 4S manhole greater than 8-foot depth	\$500.00	\$7,000.00	\$260.00	\$3,640.00			\$250.00	\$3,500.00
7C	4 each Type 4L manhole, including up to 5 feet of interconnecting sewer and connections to existing sanitary sewers	\$7,000.00	\$28,000.00	\$5,100.00	\$20,400.00			\$6,500.00	\$26,000.00
8C	1 each replacement of cone section	\$3,500.00	\$3,500.00	\$1,950.00	\$1,950.00			\$3,000.00	\$3,000.00
9C	2 each replacement of 8-inch SL to SS pipeline	\$2,000.00	\$4,000.00	\$1,690.00	\$3,380.00			\$600.00	\$1,200.00
10C	27 each connection of 6-inch SL to SS pipeline	\$550.00	\$14,850.00	\$790.00	\$21,330.00			\$500.00	\$13,500.00
11C	27 each connection of 4-inch SL to SS pipeline	\$540.00	\$14,580.00	\$750.00	\$20,250.00			\$500.00	\$13,500.00
12C	20 lineal feet of 8-inch SL replacement	\$250.00	\$5,000.00	\$73.00	\$1,460.00			\$50.00	\$1,000.00
13C	270 lineal feet of 6-inch SL replacement	\$101.00	\$27,270.00	\$71.00	\$19,170.00			\$40.00	\$10,800.00
14C	270 lineal feet of 4-inch SL replacement	\$100.00	\$27,000.00	\$70.00	\$18,900.00			\$35.00	\$9,450.00
15C	2,107 lineal feet of sewer cleaning and televising	\$1.95	\$4,108.65	\$2.00	\$4,214.00			\$1.50	\$3,160.50
16C	1 each abandon-in-place 36 lineal feet of 21-inch SS	\$1,440.00	\$1,440.00	\$1,500.00	\$1,500.00			\$2,000.00	\$2,000.00
17C	1 each provide concrete pipe plug in Manhole 296	\$400.00	\$400.00	\$700.00	\$700.00			\$500.00	\$500.00
18C	1 each abandon-in-place 185 lineal feet of 8-inch SS	\$2,222.00	\$2,222.00	\$3,000.00	\$3,000.00			\$5,500.00	\$5,500.00
	TOTAL, Part C Items 1C through 18C		\$336,460.65		\$337,303.00				\$232,190.50

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3
 Contract E145-07-01D SANITARY MANHOLE LINING
 City of Menasha, Winnebago County, Wisconsin
 July 26, 2007

Item No.	Description	Contractor's				
		Infrastructure Technologies		Engineer's Estimate		
		Unit Price	Total Cost	Unit Price	Total Cost	
1D	972 vertical feet of manhole concrete lining	\$226.00	\$219,672.00	\$325.00	\$315,900.00	
2D	268 each sanitary sewer pipe connection	\$75.00	\$20,100.00	\$300.00	\$80,400.00	
3D	72 each manhole flow channel construction to springline	\$367.00	\$26,424.00	\$600.00	\$43,200.00	
4D	39 each manhole flow channel construction to 1-inch above crown of pipe	\$580.00	\$22,620.00	\$800.00	\$31,200.00	
5D	31 each internal/external manhole chimney seal	\$280.00	\$8,680.00	\$300.00	\$9,300.00	
6D	31 each urethane chimney seal	\$210.00	\$6,510.00	\$200.00	\$6,200.00	
7D	31 each butyl and urethane chimney seal	\$260.00	\$8,060.00	\$300.00	\$9,300.00	
8D	18 each butyl chimney seal	\$50.00	\$900.00	\$150.00	\$2,700.00	
	TOTAL, Part D Items 1D through 8D		\$312,966.00		\$498,200.00	



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary

101 S. Webster St.
Box 7921
Madison, Wisconsin 53707-7921
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711

RECEIVED OCT 30 2007

October 26, 2007

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

MR. MARK RADTKE, DIRECTOR OF PUBLIC WORKS
CITY OF MENASHA
140 MAIN STREET
MENASHA WI 54952-3190

SUBJECT: Clean Water Fund Program Financial Assistance Application
City of Menasha
Project No. 5101-03

Dear Mr. Radtke:

Thank you for your application of August 10, 2007 for Clean Water Fund Program (CWFP) financial assistance. The Department of Natural Resources (DNR) Bureau of Community Financial Assistance has reviewed the application and determined that it is acceptable according to the requirements of s. NR 162.06(2), Wis. Adm. Code.

The Department of Administration (DOA) has reserved funding for the project in accordance with s. 281.58(9m)(e), Wis. Stats., based on project information contained in the application. DOA must approve the details of the final project financing plan prior to the loan closing.

As is required by the code, the City of Menasha needs to enter into a Financial Assistance Agreement (FAA) with the Clean Water Fund Program within 8 months of the date of this notification, or June 26, 2008. If the FAA is not completed prior to that date, it will be necessary for the community to reapply if it still wishes to receive funding for this project.

I am the project manager for this project and will be your primary contact during the process of meeting the requirements for Clean Water Fund Program financial assistance. The items listed below need to be submitted to and approved by the DNR at least 30 days prior to finalizing the FAA. If you have not submitted the items listed, please do so as soon as you can.

BUREAU OF COMMUNITY FINANCIAL ASSISTANCE, ENVIRONMENTAL LOANS SECTION:

- Bidding documentation
- Documentation verifying compliance with MBE/WBE requirements
- Request for CWFP disbursement and supporting invoices
- Loan closing documents
- Proof of user charge and sewer use ordinance adoption

BUREAU OF WATERSHED MANAGEMENT:

Plan of operation

I will contact you in the near future and look forward to working with you during the course of your CWFP project. If you have any questions, please call me at 608-266-9193 or Meja.Maka@Wisconsin.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Meja Maka', with a long horizontal line extending to the right.

Meja Maka, Financial Assistance Specialist
Environmental Loans Section
Bureau of Community Financial Assistance

cc: Robert Hannes – NER/Green Bay - Electronic Copy
Kathy Winter, Kaempfer & Associates Inc. - Oconto Falls
Mulazim Nasir – WT/2
Ed Brinson – DOA/10

Kaempfer & Associates, Inc.

Consulting Engineers

650 East Jackson St. P.O. Box 150
Oconto Falls, Wisconsin 54154
(920) 846-3932 Fax (920) 846-8319

July 31, 2007

E145-05.10

Mr. Mark Radtke, P.E., Director of Public Works
City of Menasha
140 Main Street
Menasha, WI 54952-3190

Re: Wastewater Collection System Rehabilitation Improvements - Phase 3
Bid Award Recommendation

Dear Mr. Radtke:

On Thursday, July 26, 2007 at 2:00 p.m., bids for the Wastewater Collection System Rehabilitation Improvements Phase 3, Contract E145-07-01A for Sanitary Sewer Lining, Contract E145-07-01B for Sanitary Sewer Rehabilitation, Contract E145-07-01C for Sanitary Sewer Replacement, and Contract E145-07-01D for Sanitary Manhole Lining, were opened and read. A total of fifteen (15) bids were received from thirteen (13) contractors. Four (4) bids were received for Contract E145-07-01A, three (3) bids were received for Contract E145-07-01B, seven (7) bids were received for Contract E145-07-01C and one (1) bid was received for Contract E145-07-01D. Five (5) contractors who received plans and specifications and were prequalified by the City did not submit a bid.

The four (4) bids received for Contract E145-07-01A, Sanitary Sewer Lining, were as follows:

<u>Contractor</u>	<u>Total Bid</u>
Insituform Technologies USA	\$1,582,723.00
Terra Engineering & Construction Corp.	\$1,742,698.10
Visu-Sewer Clean & Seal, Inc.	\$1,986,276.50
Michels Corporation	\$1,997,999.00

The proposal schedule for Contract E145-07-01A contained five (5) optional work items. Optional Bid Item 9A is for sanitary sewer cured in place pipe (CIPP) lining on Melissa Street. Optional Bid Item 10A is for sanitary sewer CIPP lining on Jefferson Street and Brighton Drive. Optional Bid Item 11A is for sanitary sewer CIPP lining on Eighth Street and Harding Street. Optional Bid Item 12A is for pressure inject grouting lateral connections. Optional Bid Item 13A is for pressure inject grout material. The cost for the optional bid item work is included in the base bid. The cost for Optional Bid Items 9A, 10A, 11, 12, and 13A based on the low bidder for Contract E145-07-01A is \$63,039.00. We recommend that Optional Bid Items 9A, 10A, 11A, 12A, and 13A be included in the Sanitary Sewer Lining Contract.

No Contractors offered alternative bid items for Contract E145-07-01A, Sanitary Sewer Lining.

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Mr. Mark Radtke, P.E., Director of Public Works

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The three (3) bids received for Contract E145-07-01B, Sanitary Sewer Rehabilitation, were as follows:

<u>Contractor</u>	<u>Total Bid</u>
National Power Rodding Corp.	\$173,331.28
Visu-Sewer Clean & Seal, Inc.	\$201,395.00
Infrastructure Technologies, Inc.	\$258,268.35

The proposal schedule for Contract E145-07-01B contained four (4) optional work items. Optional Bid Item 24B is for CIPP spot lining on easement west of Racine Street and on easement west of Milwaukee Street. Optional Bid Item 25B is for CIPP spot lining on Melissa Street. Optional Bid Item 26B is for CIPP spot lining on Jefferson Street and Brighton Drive. Optional Bid Item 27B is for CIPP spot lining on Eighth Street and Harding Street. The cost for the optional bid item work is included in the base bid. The cost for Optional Bid Items 24B, 25B, 26B, and 27B, based on the low bidder for Contract E145-07-01B is \$32,791.55. We recommend that Optional Bid Item 24B be included in the Sanitary Sewer Rehabilitation Contract. We recommend that Optional Bid Items 25B, 26B, and 27B not be included in the Sanitary Sewer Rehabilitation Contract. Deleting Optional Bid Items 25B, 26B, and 27B will decrease the contract amount of the low bidder for Contract E145-07-01B by \$22,871.55.

Visu-Sewer Clean & Seal, Inc. offered a proposed alternative for Contract E145-07-01B, Sanitary Sewer Rehabilitation, for using Duke's root control method. We recommend that the proposed alternative not be considered because there was inadequate information and no costs were presented.

The seven (7) bids received for Contract E145-07-01C, Sanitary Sewer Replacement, were as follows:

<u>Contractor</u>	<u>Total Bid</u>
De Groot, Inc.	\$212,233.57
Ronet Construction Corp.	\$256,691.85
Don E. Parker Excavating, Inc.	\$261,825.85
Dorner, Inc.	\$286,175.50
Kruczek Construction, Inc.	\$319,319.19
Advance Construction, Inc.	\$336,460.65
PTS Contractors, Inc.	\$337,303.00

No Contractors offered alternative bid items for Contract E145-07-01C, Sanitary Sewer Replacement.

The one (1) bid received for Contract E145-07-01D, Sanitary Manhole Lining, was as follows:

<u>Contractor</u>	<u>Total Bid</u>
Infrastructure Technologies, Inc.	312,966.00

Infrastructure Technologies, Inc. offered two alternative bid items for the Contractor E145-07-01D, Manhole Lining. The first alternative bid item was for providing concrete lining of only the brick riser in place of a total manhole lining in Manhole 614 on Emily Street. The existing pavement, casting, adjustment rings, and flattop concrete section would remain in place. A copy of the alternative bid is attached. The alternate bid item would decrease Infrastructure Technologies, Inc. bid by \$475.00 for a total bid for Contract E145-07-01D of \$312,491.00. We recommend that the proposed alternative bid be

July 31, 2007

Mr. Mark Radtke, P.E., Director of Public Works

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considered for the Sanitary Manhole Lining Contract. The second alternative bid was for providing a bypass traffic control plan for lining of Manhole 395 at the intersection of Third Street and Racine Street if lining is required prior to State Trunk Highway (STH) '114' reconstruction in 2010. The alternative bid item would increase Infrastructure Technologies, Inc. bid by \$950.00. We recommend that the proposed alternative bid item not be considered.

A copy of the bid tabulation, which includes details of the unit price work items, is attached. The bid tabulation reflects the amounts after all corrections have been made. Two addenda were issued during the bidding process. All Contractors acknowledged receipt of Addendum No. 1 and Addendum No. 2. All bidders whose proposals were received were prequalified by the City of Menasha.

The Engineer's estimate for the project, based on the final design, was:

<u>Contract</u>	<u>Cost with Lining Optional Work Items</u>	<u>Cost with Spot Lining Optional Work Items</u>
Contract E145-07-01A, Sanitary Sewer Lining	\$1,867,014.00	\$1,794,698.00
Contract E145-07-01B, Sanitary Sewer Rehabilitation	\$ 200,969.00	\$ 248,069.00
Contract E145-07-01C, Sanitary Sewer Replacement	\$ 232,190.50	\$ 232,190.50
Contract E145-07-01D, Sanitary Manhole Lining	\$ 498,200.00	\$ 498,200.00
TOTAL	<u>\$2,798,373.50</u>	<u>\$2,773,157.50</u>

The sum of the low bids was nineteen percent (19%) lower than the Engineer's estimate. We are of the opinion that bidding on the project was very competitive due to the closeness of the bids and the number of bidders.

All proposals were signed and notarized and were submitted with a bid bond for five percent (5%) of the bid amount. The following irregularities were found when the bids were reviewed:

1. Terra Engineering & Construction Corp. listed multiple names for manufacturers and suppliers. Terra Engineering & Construction Corp. failed to correctly complete the Environmental Improvement Fund (EIF) MBE/WBE Contacts worksheets.
2. National Power Rodding Corp. provided a total sum for Contract E145-07-01B written in words of "One Hundred Seventy Three Thousand, Three Hundred Thirty Three Dollars and Twenty Eight cents" and a total sum written in figures of \$173,331.28. The correct total sum for Contract E145-07-01B is \$173,331.28. National Power Rodding Corp. did not provide the name of the manufacturer and supplier for the CIPP spot liner. National Power Rodding Corp. failed to correctly complete the Environmental Improvement Fund (EIF) MBE/WBE Contacts worksheets.
3. Don E. Parker Excavating, Inc. failed to correctly complete the Environmental Improvement Fund (EIF) MBE/WBE Contacts worksheets.
4. Kruczek Construction, Inc.. failed to correctly complete the Environmental Improvement Fund (EIF) MBE/WBE Contacts worksheets.
5. Infrastructure Technologies, Inc. listed the names of three suppliers for concrete.

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Mr. Mark Radtke, P.E., Director of Public Works

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We are of the opinion that the irregularities are not significant and should be waived.

We recommend that Contract E145-07-01A be awarded to Insituform Technologies USA of Lemont, Illinois in the amount of \$1,582,723.00. The amount includes Optional Bid Items 9A, 10A, 11A, 12A, and 13A.

We recommend that Contract E145-07-01B be awarded to National Power Rodding Corp. of Chicago, Illinois in the amount of \$150,459.73. The amount includes Optional Bid Item 24B and deleting Optional Bid Items 25B, 26B, and 27B.

Base Bid	\$173,331.28
Deduct Optional Bid Item 25B	(\$4,960.80)
Deduct Optional Bid Item 26B	(\$7,747.96)
Deduct Optional Bid Item 27B	<u>(\$10,162.79)</u>
TOTAL	<u>\$150,459.73</u>

We recommend that Contract E145-07-01C be awarded to De Groot, Inc. of Green Bay, Wisconsin in the amount of \$212,233.57.

We recommend that Contract E145-07-01D be awarded to Infrastructure Technologies, Inc. of Rhinelander, Wisconsin in the amount of \$312,491.00. The contract amount includes the deduct of \$475.00 for the alternative bid item for lining Manhole 614.

The total of the four (4) contracts to be awarded is \$2,257,907.30. Please contact Jeff Wolford or me if you have any questions or need additional information.

Sincerely,

KAEMPFER & ASSOCIATES, INC.



Taryn S. Nall, P.E.

TSN:jljb

Enc: Bid Tabulation

Bid Tabulation

Wastewater Collection System Rehabilitation Improvements - Phase 3

Contract No. E145-07-01

City of Menasha

Date: July 26, 2007

Engineer: Kaempfer & Associates, Inc.

Page 1 of 1

Contractor	E145-07-01A Sanitary Sewer Lining	E145-07-01B Sanitary Sewer Rehabilitation	E145-07-01C Sanitary Sewer Replacement	E145-07-01D Sanitary Manhole Lining	Bid Bond
Insituform Technologies USA	1,582,723.00				√
Terra Engineering & Construction Corp.	1,742,698.10				√
Visu-Sewer Clean & Seal, Inc.	1,986,276.50	201,395.00			√
Michels Corporation	1,997,999.00				√
National Power Rodding Corp.		173,331.28			√
Infrastructure Technologies, Inc.		258,268.35		312,966.00	√
De Groot, Inc.			212,233.57		√
Ronet Construction Corp.			256,691.85		√
Don E. Parker Excavating, Inc.			261,825.85		√
Dorner, Inc.			286,175.50		√
Kruczek Construction, Inc.			319,319.19		√
Advance Construction, Inc.			336,460.65		√
PTS Contractors, Inc.			337,303.00		√

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3

Contract E145-07-01A SANITARY SEWER LINING

City of Menasha, Winnebago County, Wisconsin

July 26, 2007

Item No.	Description	Contractor's											
		Insituform Technologies USA			Terra Engineering & Constr.			Visu-Sewer Clean & Seal, Inc.			Michels Corporation		
		Unit Price	Total Cost	Unit Price	Unit Price	Total Cost	Unit Price	Unit Price	Total Cost	Unit Price	Unit Price	Total Cost	Engineer's Estimate Unit Price Total Cost
1A	1,006 lineal feet of 21-inch sanitary sewer CIPP lining	\$64.00	\$64,384.00	\$82.75	\$83,246.50	\$81.00	\$81,486.00	\$96.00	\$96,576.00	\$70.00		\$70,420.00	\$70.00 \$70,420.00
2A	7,643 lineal feet of 18-inch sanitary sewer CIPP lining	\$44.00	\$336,292.00	\$49.75	\$380,239.25	\$59.50	\$454,758.50	\$73.00	\$557,939.00	\$55.00		\$420,365.00	\$55.00 \$420,365.00
3A	2,547 lineal feet of 15-inch sanitary sewer CIPP lining	\$37.00	\$94,239.00	\$53.00	\$134,991.00	\$51.00	\$129,897.00	\$61.00	\$155,367.00	\$43.00		\$109,521.00	\$43.00 \$109,521.00
4A	13,417 lineal feet of 12-inch sanitary sewer CIPP lining	\$31.00	\$415,927.00	\$30.75	\$412,572.75	\$35.25	\$472,949.25	\$34.00	\$456,178.00	\$36.00		\$483,012.00	\$36.00 \$483,012.00
5A	6,546 lineal feet of 10-inch sanitary sewer CIPP lining	\$27.00	\$176,742.00	\$27.25	\$178,378.50	\$30.00	\$196,380.00	\$29.00	\$189,834.00	\$30.00		\$196,380.00	\$30.00 \$196,380.00
6A	14,650 lineal feet of 8-inch sanitary sewer CIPP lining	\$24.00	\$351,600.00	\$27.75	\$406,537.50	\$31.00	\$454,150.00	\$27.00	\$395,550.00	\$28.00		\$410,200.00	\$28.00 \$410,200.00
7A	220 each pressure inject grouting lateral connection	\$300.00	\$66,000.00	\$318.60	\$70,092.00	\$535.00	\$117,700.00	\$309.00	\$67,980.00	\$450.00		\$99,000.00	\$450.00 \$99,000.00
8A	580 gallons of pressure inject grout material as specified in Article C2.18	\$25.00	\$14,500.00	\$19.50	\$11,310.00	\$7.00	\$4,060.00	\$20.00	\$11,600.00	\$10.00		\$5,800.00	\$10.00 \$5,800.00
OPTIONAL WORK ITEMS													
9A	399 lineal feet of 12-inch sanitary sewer CIPP lining on Melissa Street	\$30.00	\$11,970.00	\$30.75	\$12,269.25	\$35.25	\$14,064.75	\$34.00	\$13,566.00	\$36.00		\$14,364.00	\$36.00 \$14,364.00
10A	698 lineal feet of 10-inch sanitary sewer CIPP lining on Jefferson Street and Brighton Drive	\$28.00	\$19,544.00	\$27.25	\$19,020.50	\$30.00	\$20,940.00	\$29.00	\$20,242.00	\$30.00		\$20,940.00	\$30.00 \$20,940.00
11A	879 lineal feet of 8-inch sanitary sewer CIPP lining on Eighth Street and Harding Street	\$25.00	\$21,975.00	\$27.75	\$24,392.25	\$29.00	\$25,491.00	\$27.00	\$23,733.00	\$28.00		\$24,612.00	\$28.00 \$24,612.00
12A	26 each pressure inject grouting lateral connection	\$300.00	\$7,800.00	\$318.60	\$8,283.60	\$535.00	\$13,910.00	\$309.00	\$8,034.00	\$450.00		\$11,700.00	\$450.00 \$11,700.00
13A	70 gallons of pressure inject grout material as specified in Article C2.18	\$25.00	\$1,750.00	\$19.50	\$1,365.00	\$7.00	\$490.00	\$20.00	\$1,400.00	\$10.00		\$700.00	\$10.00 \$700.00
TOTAL, Part A Items 1A through 13A			\$1,582,723.00		\$1,742,698.10		\$1,986,276.50		\$1,997,999.00			\$1,867,014.00	

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3

Contract E145-07-01B SANITARY SEWER REHABILITATION

City of Menasha, Winnebago County, Wisconsin

July 26, 2007

Item No.	Description	Contractor's									
		National Power Rodding Corp.		Visu-Sewer Clean & Seal, Inc.		Infrastructure Technologies		Engineer's Estimate		Total Cost	Total Cost
		Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost		
1B	41 lineal feet of 12-inch sanitary sewer CIPP spot lining	\$330.72	\$13,559.52	\$545.00	\$22,345.00	\$495.00	\$20,295.00	\$550.00	\$22,550.00		
2B	4 lineal feet of 10-inch sanitary sewer CIPP spot lining	\$352.18	\$1,408.72	\$510.00	\$2,040.00	\$525.00	\$2,100.00	\$550.00	\$2,200.00		
3B	83 lineal feet of 8-inch sanitary sewer CIPP spot lining	\$274.67	\$22,797.61	\$497.00	\$41,251.00	\$440.00	\$36,520.00	\$450.00	\$37,350.00		
4B	10 each pressure inject grouting lateral connection on spot lined segments	\$1,200.00	\$12,000.00	\$1,000.00	\$10,000.00	\$880.00	\$8,800.00	\$450.00	\$4,500.00		
5B	50 gallons of pressure inject grout material for lateral connections as specified in Article C2.18	\$8.00	\$400.00	\$5.00	\$250.00	\$17.00	\$850.00	\$10.00	\$500.00		
6B	480 each pressure testing joints in 27-inch sanitary sewer	\$53.33	\$25,598.40	\$75.00	\$36,000.00	\$55.00	\$26,400.00	\$65.00	\$31,200.00		
7B	240 each pressure inject grouting joints and cracks in 27-inch sanitary sewer	\$20.00	\$4,800.00	\$10.00	\$2,400.00	\$70.50	\$16,920.00	\$100.00	\$24,000.00		
8B	124 each pressure testing joints in 21-inch sanitary sewer	\$51.60	\$6,398.40	\$55.00	\$6,820.00	\$88.00	\$10,912.00	\$25.00	\$3,100.00		
9B	62 each pressure inject grouting joints and cracks in 21-inch sanitary sewer	\$15.00	\$930.00	\$10.00	\$620.00	\$82.00	\$5,084.00	\$60.00	\$3,720.00		
10B	3,000 gallons of pressure inject grout material for joints and cracks as specified in Article C2.18	\$7.00	\$21,000.00	\$5.00	\$15,000.00	\$17.00	\$51,000.00	\$10.00	\$30,000.00		
11B	207 lineal feet of root removal in 21-inch sanitary sewer	\$12.50	\$2,587.50	\$12.00	\$2,484.00	\$5.50	\$1,138.50	\$2.00	\$414.00		
12B	207 lineal feet of root treatment in 21-inch sanitary sewer	\$25.94	\$5,369.58	\$20.00	\$4,140.00	\$10.55	\$2,183.85	\$5.00	\$1,035.00		
13B	3 each wall repair of precast manhole	\$500.00	\$1,500.00	\$200.00	\$600.00	\$380.00	\$1,140.00	\$500.00	\$1,500.00		
14B	1 each pressure grout injection of lift holes in precast manhole	\$150.00	\$150.00	\$200.00	\$200.00	\$80.00	\$80.00	\$1,000.00	\$1,000.00		
15B	18 each pressure grout injection of precast manhole joint	\$300.00	\$5,400.00	\$200.00	\$3,600.00	\$300.00	\$5,400.00	\$500.00	\$9,000.00		
16B	13 each pressure grout injection of sanitary sewer connection in manholes	\$300.00	\$3,900.00	\$200.00	\$2,600.00	\$210.00	\$2,730.00	\$600.00	\$7,800.00		
17B	330 gallons of pressure grout injection material as specified in Article C2.19	\$8.00	\$2,640.00	\$5.00	\$1,650.00	\$17.00	\$5,610.00	\$10.00	\$3,300.00		
18B	2 each invert construction in sanitary manhole	\$1,200.00	\$2,400.00	\$200.00	\$400.00	\$420.00	\$840.00	\$1,500.00	\$3,000.00		
19B	1 each obstruction removal in 48-inch sanitary sewer	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,850.00	\$1,850.00	\$1,000.00	\$1,000.00		
20B	1 each obstruction removal in 21-inch sanitary sewer	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$900.00	\$900.00	\$900.00	\$900.00		
21B	1 each obstruction removal in 18-inch sanitary sewer	\$900.00	\$900.00	\$600.00	\$600.00	\$900.00	\$900.00	\$900.00	\$900.00		
22B	5 each obstruction removal in 12-inch sanitary sewer	\$300.00	\$1,500.00	\$600.00	\$3,000.00	\$1,250.00	\$6,250.00	\$750.00	\$3,750.00		
23B	11 each obstruction removal in 8-inch sanitary sewer	\$300.00	\$3,300.00	\$600.00	\$6,600.00	\$800.00	\$8,800.00	\$750.00	\$8,250.00		
OPTIONAL WORK ITEMS											
24B	16 lineal feet of 27-inch sanitary sewer CIPP spot lining on easement west of Racine Street and on easement west of Milwaukee Street	\$620.00	\$9,920.00	\$550.00	\$8,800.00	\$695.00	\$11,120.00	\$700.00	\$11,200.00		
25B	15 lineal feet of 12-inch sanitary sewer CIPP spot lining on Melissa Street	\$330.72	\$4,960.80	\$425.00	\$6,375.00	\$440.00	\$6,600.00	\$550.00	\$8,250.00		
26B	22 lineal feet of 10-inch sanitary sewer CIPP spot lining on Jefferson Street and Brighton Drive	\$352.18	\$7,747.96	\$380.00	\$8,360.00	\$470.00	\$10,340.00	\$500.00	\$11,000.00		
27B	37 lineal feet of 8-inch sanitary sewer CIPP spot lining on Eighth Street and Harding Street	\$274.67	\$10,162.79	\$380.00	\$14,060.00	\$365.00	\$13,505.00	\$450.00	\$16,650.00		
	TOTAL, Items 1B through 27B		\$173,331.28		\$201,395.00		\$258,268.35		\$248,069.00		

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3
 Contract E145-07-01C SANITARY SEWER REPLACEMENT
 City of Menasha, Winnebago County, Wisconsin
 July 26, 2007

Item No.	Description	De Groot, Inc.						Contractor's						Kruczek Construction, Inc.					
		Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1C	2 lineal feet of 18-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$757.50	\$1,515.00	\$99.30	\$198.60	\$439.17	\$878.34	\$400.00	\$800.00	\$175.00	\$350.00								
2C	3 lineal feet of 10-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$454.50	\$1,363.50	\$119.00	\$357.00	\$347.52	\$1,042.56	\$300.00	\$900.00	\$150.00	\$450.00								
3C	17 lineal feet of 8-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$404.00	\$6,868.00	\$67.90	\$1,154.30	\$133.02	\$2,261.34	\$300.00	\$5,100.00	\$100.00	\$1,700.00								
4C	2,107 lineal feet of 8-inch PVC sanitary sewer pipeline replacement, with granular backfill	\$56.60	\$119,256.20	\$66.75	\$140,642.25	\$70.47	\$148,480.29	\$90.00	\$189,630.00	\$84.50	\$178,041.50								
5C	5 each Type 4S manhole up to 8-foot depth including up to 5 feet of interconnecting sewer and connections to existing sanitary sewers	\$2,322.81	\$11,614.05	\$4,300.00	\$21,500.00	\$5,362.00	\$26,810.00	\$2,600.00	\$13,000.00	\$5,535.00	\$27,675.00								
6C	14 vertical feet Type 4S manhole greater than 8-foot depth	\$101.00	\$1,414.00	\$400.00	\$5,600.00	\$229.00	\$3,206.00	\$185.00	\$2,590.00	\$540.00	\$7,560.00								
7C	4 each Type 4L manhole, including up 5 feet of interconnecting sewer and connections to existing sanitary sewers	\$2,323.00	\$9,292.00	\$3,925.00	\$15,700.00	\$5,404.00	\$21,616.00	\$2,600.00	\$10,400.00	\$6,445.00	\$25,780.00								
8C	1 each replacement of cone section	\$1,010.00	\$1,010.00	\$2,282.00	\$2,282.00	\$1,923.00	\$1,923.00	\$2,200.00	\$2,200.00	\$1,500.00	\$1,500.00								
9C	2 each connection of 8-inch SL to SS pipeline	\$858.50	\$1,717.00	\$635.00	\$1,270.00	\$604.00	\$1,208.00	\$660.00	\$1,320.00	\$950.00	\$1,900.00								
10C	27 each connection of 6-inch SL to SS pipeline	\$505.00	\$13,635.00	\$640.00	\$17,280.00	\$325.00	\$8,775.00	\$325.00	\$8,775.00	\$440.00	\$11,880.00								
11C	27 each connection of 4-inch SL to SS pipeline	\$505.00	\$13,635.00	\$630.00	\$17,010.00	\$294.10	\$7,940.70	\$290.00	\$7,830.00	\$440.00	\$11,880.00								
12C	20 lineal feet of 8-inch SL replacement	\$43.43	\$868.60	\$90.00	\$1,800.00	\$80.02	\$1,600.40	\$65.00	\$1,300.00	\$107.00	\$2,140.00								
13C	270 lineal feet of 6-inch SL replacement	\$48.65	\$13,135.50	\$45.00	\$12,150.00	\$57.00	\$15,390.00	\$64.00	\$17,280.00	\$79.00	\$21,330.00								
14C	270 lineal feet of 4-inch SL replacement	\$48.12	\$12,992.40	\$45.00	\$12,150.00	\$55.55	\$14,998.50	\$62.00	\$16,740.00	\$79.00	\$21,330.00								
15C	2,107 lineal feet of sewer cleaning and televising	\$1.26	\$2,654.82	\$1.10	\$2,317.70	\$2.21	\$4,656.47	\$1.50	\$3,160.50	\$1.00	\$2,107.00								
16C	1 each abandon-in-place 36 lineal feet of 21-inch SS	\$505.00	\$505.00	\$2,615.00	\$2,615.00	\$225.00	\$225.00	\$2,200.00	\$2,200.00	\$95.00	\$95.00								
17C	1 each provide concrete pipe plug in Manhole 296	\$252.50	\$252.50	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$300.00	\$300.00	\$500.69	\$500.69								
18C	1 each abandon-in-place 185 lineal feet of 8-inch SS	\$505.00	\$505.00	\$1,665.00	\$1,665.00	\$564.25	\$564.25	\$2,650.00	\$2,650.00	\$3,100.00	\$3,100.00								
	TOTAL, Part C Items 1C through 18C		\$212,233.57		\$256,691.85		\$261,825.85		\$286,175.50		\$319,319.19								

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3

Contract E145-07-01C SANITARY SEWER REPLACEMENT

City of Menasha, Winnebago County, Wisconsin

July 26, 2007

Item No.	Description	Contractor's						Engineer's Estimate	
		Advance Construction, Inc.		PTS Contractors, Inc.		Total Cost		Unit Price	Total Cost
		Unit Price	Total Cost	Unit Price	Total Cost				
1C	2 lineal feet of 18-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$1,000.00	\$2,000.00	\$850.00	\$1,700.00			\$100.00	\$200.00
2C	3 lineal feet of 10-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$800.00	\$2,400.00	\$510.00	\$1,530.00			\$60.00	\$180.00
3C	17 lineal feet of 8-inch PVC sanitary sewer pipeline spot replacement, with granular backfill	\$600.00	\$10,200.00	\$310.00	\$5,270.00			\$50.00	\$850.00
4C	2,107 lineal feet of 8-inch PVC sanitary sewer pipeline replacement, with granular backfill	\$70.00	\$147,490.00	\$87.00	\$183,309.00			\$50.00	\$105,350.00
5C	5 each Type 4S manhole up to 8-foot depth including up to 5 feet of interconnecting sewer and connections to existing sanitary sewers	\$7,000.00	\$35,000.00	\$5,120.00	\$25,600.00			\$6,500.00	\$32,500.00
6C	14 vertical feet Type 4S manhole greater than 8-foot depth	\$500.00	\$7,000.00	\$260.00	\$3,640.00			\$250.00	\$3,500.00
7C	4 each Type 4L manhole, including up to 5 feet of interconnecting sewer and connections to existing sanitary sewers	\$7,000.00	\$28,000.00	\$5,100.00	\$20,400.00			\$6,500.00	\$26,000.00
8C	1 each replacement of cone section	\$3,500.00	\$3,500.00	\$1,950.00	\$1,950.00			\$3,000.00	\$3,000.00
9C	2 each replacement of 8-inch SL to SS pipeline	\$2,000.00	\$4,000.00	\$1,690.00	\$3,380.00			\$600.00	\$1,200.00
10C	27 each connection of 6-inch SL to SS pipeline	\$550.00	\$14,850.00	\$790.00	\$21,330.00			\$500.00	\$13,500.00
11C	27 each connection of 4-inch SL to SS pipeline	\$540.00	\$14,580.00	\$750.00	\$20,250.00			\$500.00	\$13,500.00
12C	20 lineal feet of 8-inch SL replacement	\$250.00	\$5,000.00	\$73.00	\$1,460.00			\$50.00	\$1,000.00
13C	270 lineal feet of 6-inch SL replacement	\$101.00	\$27,270.00	\$71.00	\$19,170.00			\$40.00	\$10,800.00
14C	270 lineal feet of 4-inch SL replacement	\$100.00	\$27,000.00	\$70.00	\$18,900.00			\$35.00	\$9,450.00
15C	2,107 lineal feet of sewer cleaning and televising	\$1.95	\$4,108.65	\$2.00	\$4,214.00			\$1.50	\$3,160.50
16C	1 each abandon-in-place 36 lineal feet of 21-inch SS	\$1,440.00	\$1,440.00	\$1,500.00	\$1,500.00			\$2,000.00	\$2,000.00
17C	1 each provide concrete pipe plug in Manhole 296	\$400.00	\$400.00	\$700.00	\$700.00			\$500.00	\$500.00
18C	1 each abandon-in-place 185 lineal feet of 8-inch SS	\$2,222.00	\$2,222.00	\$3,000.00	\$3,000.00			\$5,500.00	\$5,500.00
	TOTAL, Part C Items 1C through 18C		\$336,460.65		\$337,303.00				\$232,190.50

WASTEWATER COLLECTION SYSTEM REHABILITATION IMPROVEMENTS PHASE 3
 Contract E145-07-01D SANITARY MANHOLE LINING
 City of Menasha, Winnebago County, Wisconsin
 July 26, 2007

Item No.	Description	Contractor's				
		Infrastructure Technologies		Engineer's Estimate		
		Unit Price	Total Cost	Unit Price	Total Cost	
1D	972 vertical feet of manhole concrete lining	\$226.00	\$219,672.00	\$325.00	\$315,900.00	
2D	268 each sanitary sewer pipe connection	\$75.00	\$20,100.00	\$300.00	\$80,400.00	
3D	72 each manhole flow channel construction to springline	\$367.00	\$26,424.00	\$600.00	\$43,200.00	
4D	39 each manhole flow channel construction to 1-inch above crown of pipe	\$580.00	\$22,620.00	\$800.00	\$31,200.00	
5D	31 each internal/external manhole chimney seal	\$280.00	\$8,680.00	\$300.00	\$9,300.00	
6D	31 each urethane chimney seal	\$210.00	\$6,510.00	\$200.00	\$6,200.00	
7D	31 each butyl and urethane chimney seal	\$260.00	\$8,060.00	\$300.00	\$9,300.00	
8D	18 each butyl chimney seal	\$50.00	\$900.00	\$150.00	\$2,700.00	
	TOTAL, Part D Items 1D through 8D		\$312,966.00		\$498,200.00	

ORDINANCE O - 29 - 07

AN ORDINANCE RELATING TO CONTROLLED INTERSECTIONS
(Marquette Street and Elizabeth Street)

Introduced by Alderman Hendricks

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Sec. 10 – 1 – 16 (37) is created to read as follows:

Elizabeth Street at Marquette Street.

SECTION 2: This ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of _____, 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

AN ORDINANCE RELATING TO BUILDING MATERIALS AND SITE PLAN REVIEW

Introduced by Mayor Joseph Laux

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Section 13-1-12(b) is repealed and recreated as follows:

- (b) **Review.** The Plan Commission shall review site, architectural, lighting and landscaping plans for the following activities within each zoning district:
- (1) R-1A, R-1 Single Family and R-2 Two-Family Residence Districts
 - a. Any proposed use that is listed as requiring site plan approval or a special use permit.
 - (2) R-2A, R-3 and R-4 Multi-Family Residence Districts
 - a. Any proposed new construction.
 - b. Any proposed use that is listed as requiring site plan approval or a special use permit.
 - c. Any proposed addition or expansion to a non-conforming lot, structure, or use.
 - d. Any proposed addition or expansion which exceeds five percent (5%) of the building square footage or five hundred (500) square feet, whichever is less.
 - e. Any proposed alteration of more than fifteen (15) percent of the exterior wall area of a structure within a two-year period. Exterior wall area includes windows, doors, siding or other exterior wall covering. Painting or staining of the building exterior or the replacement of doors or windows within the original openings shall not be subject to the requirements of the section.
 - (3) C-1 General Commercial, C-2 Central Business District, C-3 Business and Office, C-4 Business Park, I-1 Heavy Industrial, and I-2 General Industrial District Districts
 - a. Any proposed new construction.
 - b. Any proposed use that is listed as requiring site plan approval or a special use permit.
 - c. Any proposed addition or expansion to a non-conforming lot, structure, or use.
 - d. Any proposed addition or expansion which exceeds five percent (5%) of the building square footage or five hundred (500) square feet, whichever is less.
 - e. Within the C-1 and C-3 districts, any proposed alteration of more than fifteen (15) percent of the exterior wall area of a structure within a two-year period. Exterior wall area includes windows, doors, siding or other exterior wall covering. Painting or staining of the building exterior or the replacement of doors or windows within the original openings shall not be subject to the requirements of the section.
 - (4) R-MH Residential Mobile home District
 - a. Any proposed mobile home park.
 - b. Any change or expansion to an existing mobile home park.

SECTION 2: Section 13-1-12(f)(8) is repealed and recreated as follows:

(8) Building Materials.

- a. For buildings constructed after January 1, 2000 the following shall apply:
1. Primary building materials shall ordinarily be limited to not more than four types per building provided, however, that long uninterrupted expanses of a single material shall be prohibited.
 2. The use of metal siding exclusively on any building is prohibited.
 3. At a minimum, the following shall apply:

District	Minimum Construction Material Requirement
Special Uses in the R-1, R-1A, R-2, R-2A, R-3, and R-4 districts	75% Brick or natural stone
R2A	Front façade only, brick or natural stone
R-3	75% Brick or natural stone
R-4	75% Brick or natural stone
C-1	75% Brick or natural stone
C-2	75% Brick or natural stone
C-3	75% Brick or natural stone
C-4	75% Brick, natural stone or decorative concrete masonry units
I-1	Lower 1/3 of the building shall be architectural masonry, architectural composite aluminum or steel panels, glass, or a combination on any side of the building fronting upon or open to view from a public view or highway
I-2	Lower 1/3 of the building shall be architectural masonry, architectural composite aluminum or steel panels, glass, or a combination on any side of the building fronting upon or open to view from a public view or highway
PUD	See Section 13-1-33
R-MH	See Article H
TND	See Section 13-1-38

4. EFIS shall not be allowed on the bottom 3 feet of a building or on more than 25 percent of a building elevation.
 5. Except in the I-1 and I-2 Districts, vinyl siding, aluminum siding, enameled steel, non-decorative concrete masonry units, and glass are prohibited as primary façade materials for any building elevation.
 6. Secondary façade materials may be used for architectural details or enhancements. Such materials shall be high quality, durable, and not cover more than twenty-five percent (25%) of the building façade for all districts except the I-1 and I-2 districts. All secondary materials shall be approved by the Plan Commission.
- b. For buildings constructed prior to January 1, 2000, the following shall apply:
1. The primary façade materials for all additions shall be brick or natural stone. The Plan Commission may consider the use of alternative façade materials that are durable and of high quality for such additions or expansions. The considerations for such alternative materials shall be limited to the following criteria:
 - (a) Compatibility with the building materials and architecture of the existing structure.

2. Secondary façade materials may be used for architectural details or enhancements. Such materials shall be high quality, durable, and not cover more than twenty-five percent (25%) of the building façade. All secondary materials shall be approved by the Plan Commission.
3. Exterior alterations affecting more than fifteen percent (15%) of the exterior wall area of the structure including the replacement of existing siding or other wall coverings or coatings, and the installation of new or replacement windows, doors or other architectural features shall meet the following criteria:
 - (a) The new or replacement materials shall meet or exceed the generally accepted standard for the use or application of such materials on commercial buildings.
 - (b) The new or replacement materials shall be of the same type as used in the original construction, except that the Plan Commission may require the use of other durable, high quality materials if it determines that the original materials are no longer commercially available or have less than a 30-year durability rating. Such durability shall be determined based on the manufacturer's guarantee.
 - (c) The Plan Commission may require the use of one or more of the following to be applied in conjunction with the proposed exterior alteration:
 - 1) The use of a secondary building material
 - 2) The use of secondary colors
 - 3) The use of materials with varying textures
 - 4) The use of architectural embellishments
 - 5) The use of façade modulation

SECTION 2: This Ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of _____, 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, Clerk

O -31- 07

AN ORDINANCE RELATING TO R-3 MULTI-FAMILY, MEDIUM DENSITY RESIDENCE
DISTRICT

Introduced by Mayor Joseph Laux

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Section 13-1-27(e) is created as follows (directly after Section 13-1-27(d), all existing subsequent sections to be renumbered):

- (e) **SITE, ARCHITECTURAL, LANDSCAPING AND LIGHTING REVIEW**
Review shall be required for projects and uses listed in 13-1-12(b).

SECTION 2: This Ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of _____, 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, Clerk

AN ORDINANCE RELATING TO R-4 MULTI-FAMILY, HIGH DENSITY RESIDENCE
DISTRICT

Introduced by Mayor Joseph Laux

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Section 13-1-28(e) is created as follows (directly after Section 13-1-28(d), all existing subsequent sections to be renumbered):

- (e) **SITE, ARCHITECTURAL, LANDSCAPING AND LIGHTING REVIEW**
Review shall be required for projects and uses listed in 13-1-12(b).

SECTION 2: This Ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of _____, 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, Clerk

AN ORDINANCE RELATING TO C-1 GENERAL COMMERCIAL DISTRICT

Introduced by Mayor Joseph Laux

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Section 13-1-29(d) is repealed and recreated as follows:

- (a) **SITE PLAN, ARCHITECTURAL, LANDSCAPING AND LIGHTING REVIEW.**
Review shall be required for projects and uses listed in 13-1-12(b).

SECTION 2: This Ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of _____, 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, Clerk

AN ORDINANCE RELATING TO C-2 CENTRAL BUSINESS DISTRICT

Introduced by Mayor Joseph Laux

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Section 13-1-30(d) is repealed and recreated as follows:

- (a) **SITE PLAN, ARCHITECTURAL, LANDSCAPING AND LIGHTING REVIEW.**
Review shall be required for projects and uses listed in 13-1-12(b).

SECTION 2: This Ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of _____, 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, Clerk

AN ORDINANCE RELATING TO R-2A MULTI-FAMILY, ZERO LOT LINE RESIDENCE
DISTRICT

Introduced by Mayor Joseph Laux

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Section 13-1-35(e) is created as follows (directly after Section 13-1-35(d),
all existing subsequent sections to be renumbered):

- (e) **SITE, ARCHITECTURAL, LANDSCAPING AND LIGHTING REVIEW**
Review shall be required for projects and uses listed in 13-1-12(b).

SECTION 2: This Ordinance shall become effective upon its passage and publication as
provided by law.

Passed and approved this _____ day of _____, 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, Clerk

AN ORDINANCE RELATING TO C-3 BUSINESS AND OFFICE DISTRICT

Introduced by Mayor Joseph Laux

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Section 13-1-36(d) is repealed and recreated as follows:

- (d) **SITE PLAN, ARCHITECTURAL, LANDSCAPING AND LIGHTING REVIEW.**
Review shall be required for projects and uses listed in 13-1-12(b).

SECTION 2: This Ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of _____, 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, Clerk

AN ORDINANCE RELATING TO C-4 BUSINESS PARK DISTRICT

Introduced by Mayor Joseph Laux

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Section 13-1-37(d) is repealed and recreated as follows:

- (d) **SITE, ARCHITECTURAL, LANDSCAPING AND LIGHTING REVIEW.**
Review shall be required for projects and uses listed in 13-1-12(b).

SECTION 2: This Ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of _____, 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, Clerk

AN ORDINANCE RELATING TO THE ANNEXATION OF CERTAIN PROPERTY TO THE CITY OF MENASHA, WISCONSIN (Andrysczyk Annexation)

Introduced by Mayor Joseph F. Laux

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Territory Annexed. (Direct Annexation) In accordance with Sec. 66.0217(2) Wis. Stats., and the Petition for Direct Annexation filed with the City Clerk on the 16th day of October, 2007, signed by the all of the owners of land in the territory, the following described territory in the Town of Harrison, Calumet County, Wisconsin, is annexed to the City of Menasha, Calumet County, Wisconsin.

Legal description:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 20 NORTH, RANGE 18 EAST, TOWN OF HARRISON, CALUMET COUNTY, WISCONSIN, CONTAINING 5.436 ACRES OF LAND AND DESCRIBED AS FOLLOWS:

Lot One (1) of Certified Survey Map No. 2928, recorded in the office of the Register of Deeds for Calumet County, Wisconsin on July 28, 2006, in Volume 24 of Survey Maps on page 77, as Document No. 407693, being all of Certified Survey Map No. 221, Volume 2, Page 139, and all of Certified Survey Map No. 715, Volume 5, Page 131, being part of the Northeast Quarter of the Southeast Quarter of Section Eight (8), Township Twenty (20) North, Range Eighteen (18) East, Town of Harrison, Calumet County, Wisconsin.

Number of persons residing on this property: 0

SECTION 2: Effect of Annexation. From and after the date of this Ordinance, the territory described in Section 1 shall be a part of the City of Menasha for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Menasha.

SECTION 3: Pending the recommendation of the Planning Commission, the temporary classifications and regulations for the zoning of the annexed area is designated R-1A, Single Family Residential.

SECTION 4: Aldermanic District Designation. The territory described in Section 1 of this Ordinance is hereby made a part of Aldermanic District 8, Ward 23, subject to the ordinances, rules and regulations of the City governing wards and aldermanic districts.

SECTION 5: Severability. If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 6: This Ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of _____, 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk



Memorandum

TO: Administration Committee
FROM: Greg Keil
DATE: October 31, 2007
RE: Annexation Impact Report – Andrysczyk Annexation

The Department of Community Development has considered the potential impacts of the Andrysczyk Annexation as related to duties and functions of the department and as related to the growth and development of the community.

The 5.4 acres included in this annexation is projected to support 4 to 5 single-family dwelling units and a population of about 12. Department staff will be engaged in development planning, plat review and zoning administration as these lands come under development. These activities can be carried out by existing staff with minor adjustments for the additional workload.

This annexation is consistent with the City's boundary agreement with the Town of Harrison. Adding this territory will make additional land available for residential development and will result in increased tax base for the community. The Community Development Department supports this annexation as a logical extension of the city's boundary.



MEMORANDUM

To: Mayor and Common Council

From: PRD Tungate

Date: October 31, 2007

RE: Andrysczyk Annexation

This particular annexation does not have a significant impact on Parks and Recreation services. The Parks and Recreation Board has strongly recommended a neighborhood park south of this area be acquired to meet the open space needs of the residents in this area.



Memorandum

TO: Greg Keil, CDD

FROM: Len Vander Wyst, Fire Chief

DATE: November 1, 2007

RE: Andrysczyk Annexation

This memo is in reference to the Andrysczyk annexation that entails 5.4 acres located on Manitowoc Road. Although this particular annexation will not have an immediate impact on Neenah-Menasha Fire Rescue we must consider the fact that many of the annexations that have taken place over the last 2 to 3 years have had a significant impact on our operations. As these recent annexations continue to develop, we have recognized a major increase in our response times.

If you have any questions or concerns, please let me know.

Memorandum

DATE: October 31, 2007

TO: Debbie Galeazzi, City Clerk

FROM: Mark Radtke, Director of Public Works

RE: Impact Report for Andrysczyk Annexation

This annexation will have minimal impact on Public Works and Engineering Department operations. I recommend approval of this annexation from the perspective of the Department of Public Works.



MEMORANDUM

TO: Mayor Laux, Council President Michalkiewicz and the members of the City of Menasha Common Council

FROM: City Comptroller/Treasurer Stoffel *tro*

DATE: 10/30/07

SUBJECT: Impact Report – Andrysczyk Annexation

Pursuant to City of Menasha Ordinance 13-1-123:

1. The Finance/Assessor's Department will not require any additional full-time personnel if the annexation is approved.
2. The Finance/Assessor's Department will not require any additional equipment if the annexation is approved.
3. The Finance/Assessor's Department will not require any additional buildings if the annexation is approved.
4. The Finance/Assessor's Department will not require any additional improvements if the annexation is approved.
5. The Finance/Assessor's Department will not incur any miscellaneous cost over and above those miscellaneous costs normally incurred in any annexation if the annexation is approved.
6. The Finance/Assessor's Department will not incur any costs over and above those costs normally incurred in any annexation if the annexation is approved.
7. Based upon an estimated equalized assessment of \$254,500 for the land, buildings and personal property, at the City's current equalized tax rate of \$10.01, the City would realize an increase in tax collections of approximately \$2,548 annually when the annexation is approved.
8. The Comptroller/Treasurer would recommend that the Common Council vote to accept the annexation.

Debbie Galeazzi

From: Michael Brunn
Sent: Wednesday, October 31, 2007 9:52 AM
To: Debbie Galeazzi
Cc: Joe Laux; Greg M. Keil; Robert Stanke
Subject: Andrysczyk Annexation impact

The 5.4 acre annexation on Manitowoc Rd will have little impact on the police department with the stated plans of single family dwellings. We are aware of the potential of growth and will remain ready to respond to the needs of the community.

Michael Brunn
Operations Lieutenant
Menasha Police

10/31/2007

PETITION FOR DIRECT ANNEXATION

Steven Andrysczyk, the owner of the land in the area in the following territory of the Town of Harrison, Calumet County, Wisconsin lying contiguous to the City of Menasha petitions the Honorable Mayor and Common Council of said City of Menasha pursuant to s. 66.0217 (2) to annex the territory described below and shown on the attached scale map to the City of Menasha, Calumet County, Wisconsin:

Legal description:

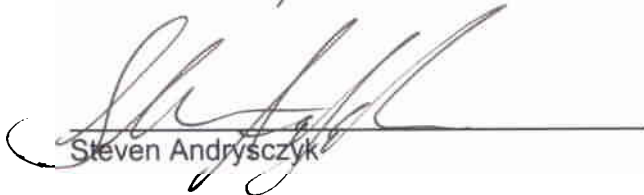
A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 20 NORTH, RANGE 18 EAST, TOWN OF HARRISON, CALUMET COUNTY, WISCONSIN, CONTAINING 5.436 ACRES OF LAND AND DESCRIBED AS FOLLOWS:

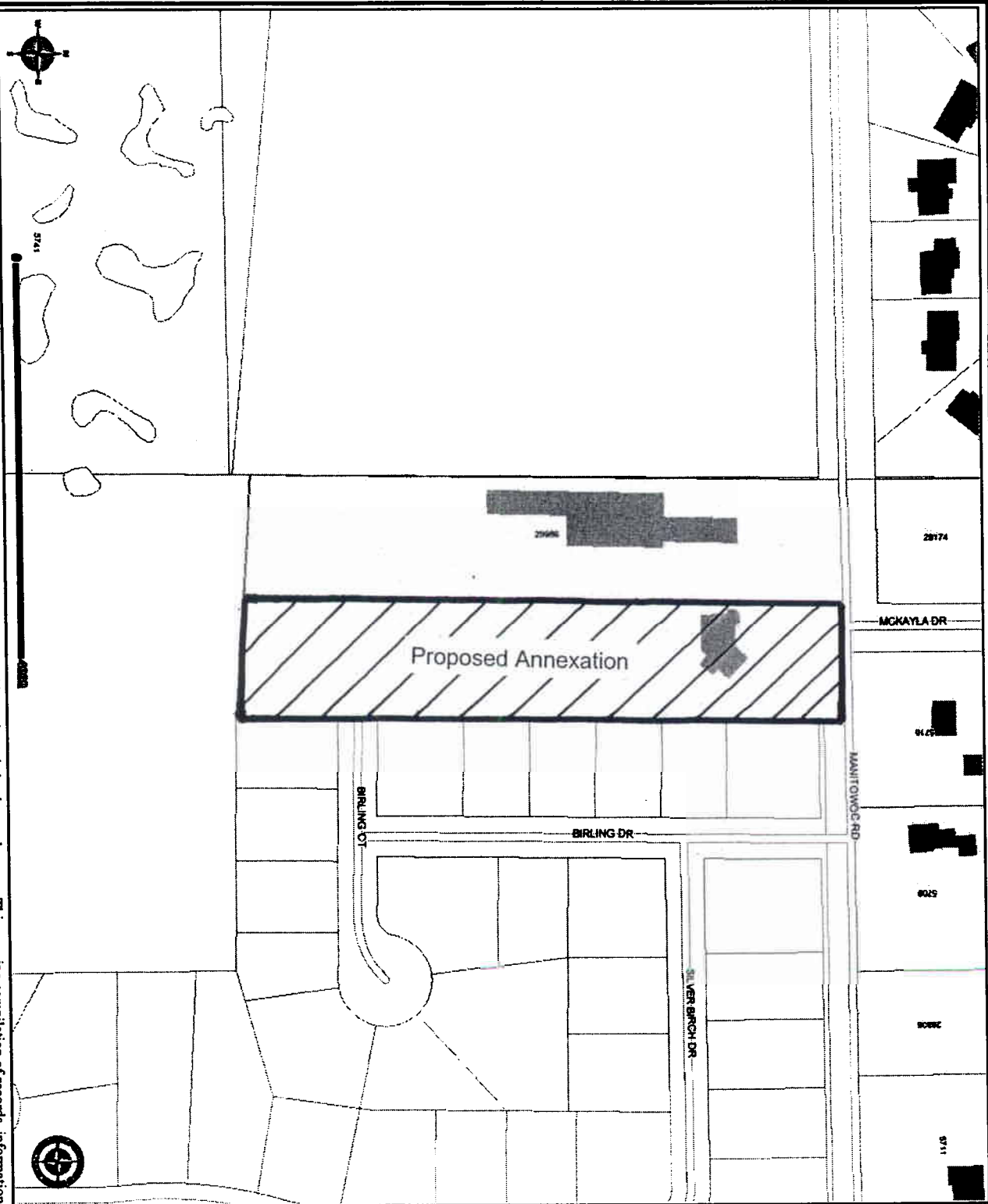
Lot One (1) of Certified Survey Map No. 2928, recorded in the office of the Register of Deeds for Calumet County, Wisconsin on July 28, 2006, in Volume 24 of Survey Maps on page 77, as Document No. 407693, being all of Certified Survey Map No. 221, Volume 2, Page 139, and all of Certified Survey Map No. 715, Volume 5, Page 131, being part of the Northeast Quarter of the Southeast Quarter of Section Eight (8), Township Twenty (20) North, Range Eighteen (18) East, Town of Harrison, Calumet County, Wisconsin.

No persons reside on this property.

Steven Andrysczyk elects that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexation, incorporation or consolidation proceedings, if any.

Dated this 16th day of October, 2007.


Steven Andrysczyk



- County Boundary
- Railroad
- Roads and Highways
- US Hwy
- State Hwy
- County Hwy
- Roads
- Alley
- Private
- Ramp
- Lakes
- Lake, Pond or River
- Buildings
- Parcels
- Unincorporated Community
- Municipalities
- city
- township
- village
- Parcel Location

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

SOURCES: Calumet County, Plansight LLC, September 2006 for County Data, Aerial Imagery as specified

**WARRANTY DEED**

This Deed, made between **Joelene A. Luniak, a single individual**

Grantor and **Steve Andrysczyk, a single individual** Grantee,

Grantor, for a valuable consideration, conveys to

Grantee the following described real estate in Calumet County, State of Wisconsin:

SEE ATTACHED LEGAL DESCRIPTION

Register of Deeds
Calumet County, WI

Received for Record
Date: 10/01/07 10:15
Tr Fee: 530.00 Code:
Shirley Gregory

RETURN TO:

Grantee
W6591 Manitowoc Road
Menasha, WI 54952

FA 1724535

Tax Parcel No. 010-0000-0000000-000-0-
201808-00-410E (ID#5739)

This **is** a homestead property.

Together with all and singular the hereditaments and appurtenances thereunto belonging; and **Joelene A. Luniak** warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except recorded restrictions, covenants, easements of record and all applicable zoning ordinances, and will warrant and defend the same.

Dated 28 day of September, 2007

Joelene A. Luniak
Joelene A. Luniak

AUTHENTICATION

Signature(s)

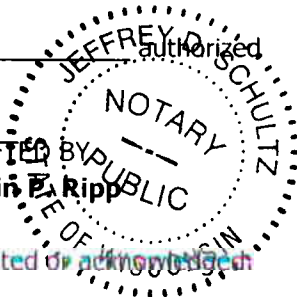
authenticated this ____ day of _____, 2007

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not,

by (4,6) 706.06, Wis. Stats)

THIS INSTRUMENT WAS DRAFTED BY
Attorney Marvin E. Ripp

(Signatures may be authenticated or acknowledged.
Both are not necessary.)

**ACKNOWLEDGEMENT**

State of **Wisconsin**

Outagamie ~~Calumet~~ County SS:

Personally came before me this 28th day of September, 2007 the above named **Joelene A. Luniak** to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Jeffrey D. Schultz
* Jeffrey D. Schultz
Notary Public Outagamie County, **Wisconsin**

My Commission is permanent.

If not, state expiration date: 12/20/2009

RESOLUTION R - 18 - 07

RESOLUTION APPROVING THE CITY OF MENASHA'S LIABILITY INSURANCE
RENEWAL THROUGH CITIES AND VILLAGES MUTUAL INSURANCE COMPANY
(CVMIC)

Introduced by Mayor Laux

WHEREAS, the City of Menasha has been a charter member of Cities and Villages Mutual Insurance Company (CVMIC) since 1988; and

WHEREAS, the renewal for 2009-2010 has been received from CVMIC;

NOW THEREFORE, BE IT RESOLVED, that the City of Menasha Common Council with the Mayor concurring elect to continue to participate in CVMIC; and

BE IT FURTHER RESOLVED that the City of Menasha accepts the proposal dated October 3, 2007 from Cities and Villages Mutual Insurance Company (CVMIC) and agrees to continue its membership in CVMIC for policy years 2009 and 2010 based on the premiums guaranteed by CVMIC for said policy years with the SIR at \$25,000.

Passed and approved this ____ day of _____, 2007.

Joseph F. Laux, Mayor

Deborah A. Galeazzi, City Clerk



City of Menasha • Office of the City Attorney
Jeffrey S. Brandt, City Attorney

MEMO

TO: Common Council
Mayor Laux

FROM: Jeff Brandt JSB

SUBJECT: CVMIC Renewal

DATE: November 1, 2007

A Resolution for the renewal of our liability insurance information is attached. We are currently on a three-year renewal from CVMIC through 2008. This will continue our commitment for 2009-2010.

I recommend that we continue with an SIR of \$25,000. As you can see, the SIR changed from \$10,000 to \$17,500 in 1991 and to \$25,000 in 1994. The cost for option 1 with a Self-insured retention of \$25,000 is \$46,623 for 2009 and \$47,672 for 2010. We exceeded the \$25,000 SIR on five separate occasions. If the Common Council wants to accept the risk of an SIR of \$37,500, the additional savings is about \$4000/year.

The spreadsheet also lists the total premiums paid by the City of Menasha since 1988 at \$1,196,789. If the premium that we paid in 1988 of \$242,794 had remained unchanged, Menasha would have paid \$4,613,086 in premiums for an estimated savings of \$3,416,297. Obviously, that premium would have increased.

In addition, CVMIC provides risk management services that usually come with minimal cost. I can estimate that savings at \$20,000/year.

In 2007, CVMIC was able to retire the bond it took out when forming the company in 1988. As a result, the Board of Directors will be deciding what to do in terms of a dividend in 2008. That dividend would be available for the 2009 budget year.

Please contact me for any questions.



October 3, 2007

Mr. Jeff Brandt
City of Menasha
140 Main Street
Menasha, WI 54952

Dear Jeff:

Cities and Villages Mutual Insurance Company (CVMIC) is pleased to provide your community with its two-year liability renewal package. CVMIC continues to provide your community with the best possible public entity, general liability and auto liability protection available in Wisconsin. This re-pricing continues CVMIC's approach of providing a long-term solution to your liability insurance needs.

Milliman USA, Inc. has completed an actuarial review of CVMIC losses from 1988 to present. Their analysis has indicated that we continue to have very stable losses. The Board of Directors requested that Milliman USA, Inc. calculate each member's 2009-2010 premiums for both the current and next higher self-insured retention (SIR). Premium calculations were developed utilizing current loss data and the underwriting information members provided last fall for the reinsurance renewal.

The proposed pricing limits the experience modification to premium increases no greater than 15% and reductions no greater than 10% for 2009 and increase no greater than 3.5% and reduction no greater than 1.5% for 2010.

Your premium options for the 2009 and 2010 policy years are set forth in Attachment One. These premiums are guaranteed for the two-year period assuming that we achieve an adequate level of commitment for the renewal. In order to lock in these rates, we are asking that each member make their renewal commitment by November 20, 2007. Our general counsel, Mark Kircher of Quarles & Brady, has provided instructions for making this two-year commitment to CVMIC (Attachment Two).

CVMIC has grown to 42 member cities and villages. In addition to broad liability protection with \$5 million in limits, we also provide loss control services, risk management assistance and access to other insurance products through optional group purchases. These programs provide access to needed insurance coverage at substantial savings. This is in addition to the quantifiable benefits and direct cost savings your community has realized through participation in the CVMIC liability program. A comparison of the 19 years that City of Menasha has been with CVMIC with the final year with your previous carrier indicates that you

have enjoyed total savings of \$3,416,297 since your community joined CVMIC. (Attachment Four).

Since minimizing losses does hold down premium, the Board continues to be committed to assisting members with their risk management and loss control programs. CVMIC's loss control representatives continue to work directly with members to provide loss control assistance. In addition, we have provided a wide range of free educational programs for your employees. These seminars have proven to be very popular and are highly rated by those attending. We will continue to expand our training efforts and encourage member participation. A copy of the preliminary training schedule for the fall/winter of 2007/2008 is attached (Attachment Three).

Other Insurance Purchase Options

In addition to the liability insurance program, CVMIC offers a first-dollar workers' compensation program and several top quality insurance products on a group-purchase basis. Auto Physical Damage purchase options include Special Events Liability Program, Employment Practice Liability, Excess Workers' Compensation, umbrella/excess liability and Boiler & Machinery insurance. These programs have been offered in response to member requests to provide cost-effective options to meet the insurance needs of their community.

Ratings and Awards

We are extremely pleased to inform the membership that CVMIC has maintained its 'A' rating from AM Best. A.M. Best is the foremost source for insurer ratings in the world. Best's initial rating of CVMIC covered the five-year period ending December 31, 1992. Their rating is based on a thorough review of the company's financial strength. On the basis of that review, A. M. Best awarded CVMIC an A (V) rating. A is for excellent which is assigned to companies which have achieved excellent overall performance when compared to the standards established by A. M. Best Company. Companies with an A rating have a strong ability to meet their policyholder and other contractual obligations over a long period of time. The financial size category (V) represents policyholder's surplus between \$10 million and \$25 million. The A. M. Best rating is reviewed annually. We are proud to report that CVMIC maintained an A- or better rating each year since 1992 and we are among a small group of insurers whose rating was raised.

In 1997, we refinanced the WMIC bond and had our financial ratings reviewed by Moody's. At that time, Moody's gave CVMIC a rating of Aa2. We were very pleased with the rating and felt it reflected Moody's belief of CVMIC's strong financial position. The recognition of CVMIC's success was further enhanced when we received the Association Governmental of Risk Pools (AGRIP) Pooling Advisory Standard Recognition Award. This award demonstrates CVMIC's compliance with recommended operational practices and documentation set forth

in Pooling Advisory Standards. The criteria for this recognition is reviewed every three years. CVMIC has retained this recognition for many years.

We feel the A. M. Best rating, the Moody's rating and the recognition award from AGRIP provides the membership with the assurance and piece of mind that the company is operating in a professional and financially sound manner. One of the goals when CVMIC was founded was to achieve a Best Rating of B+. The fact that we exceeded this goal by three rating categories is significant and reflects the continuing emphasis on achieving excellence by improving the way the company operates, increasing CVMIC's financial strength, expanding the level of services provided to members and strengthening the commitment of members to CVMIC. We are extremely pleased and proud of these ratings and the AGRIP recognition and continue to hard to accomplish those things required to maintain and improve upon them.

The Board implemented the two-year pricing cycle to ensure members will always know their liability insurance cost before beginning the budget process.

To confirm your community's commitment to CVMIC for the 2009-2010 policy years as outlined in Attachment One, it will be necessary to complete and sign the acceptance form at the bottom of Attachment One and return one signed copy in the postage paid envelope provided.

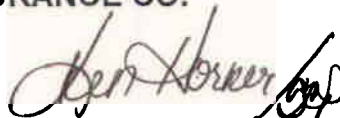
We look forward to continuing working with you. If you have any questions regarding re-pricing, please contact either Ken Horner or myself.

Yours very cordially,

CITIES & VILLAGES MUTUAL INSURANCE CO.



Michael L. DeMoss
Executive Director



Ken Horner
Director of Operations

MLD:scp
Enc.

membrcorr/repricing 2009-2010reprice.ltr.doc



411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4497
Tel 414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in:
Phoenix and Tucson, Arizona
Naples and Boca Raton, Florida
Chicago, Illinois
Milwaukee and Madison, Wisconsin

October 2, 2007

To: CVMIC Members
From: Quarles & Brady
Re: Membership Commitment for Years 2009-2010

Ladies and Gentlemen:

Mr. DeMoss has asked us to provide instructions as to how members may commit for the next two year period.

In order to join CVMIC, each City Council/Village Board adopted a resolution which, among other things, approved the Liability Insurance Coverage Program Agreement (the "Program Agreement"). After December 21, 1990, the Program Agreement automatically renews itself for one year periods and your membership continues automatically unless you opt to withdraw from coverage. Accordingly, there is no affirmative City Council/Village Board action which CVMIC requires in order for you to continue your membership.

The letter from Mr. DeMoss which accompanies this Memorandum sets forth the guaranteed annual premiums which CVMIC offers in exchange for a two year commitment of continued membership. All CVMIC requires is that you select your SIR and return a copy of Attachment 1 with the Acceptance Form executed by an authorized officer. If City Council/Village Board action is required for you to make the commitment, we suggest the following authorization language either in the form of a motion or resolution:

RESOLVED, that _____ (City/Village) _____ accepts the Liability Insurance

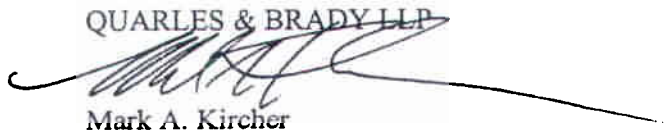
Proposal dated October 3, 2007 from Cities and Villages Mutual Insurance

Company ("CVMIC") and agrees to continue its membership in CVMIC for policy years 2009 and 2010 based on the premiums guaranteed by CVMIC for said policy years.

Please contact me if you have any questions or if we can be of assistance in this regard.

Very truly yours,

QUARLES & BRADY LLP

A handwritten signature in dark ink, appearing to read 'Mark A. Kircher', is written over a light blue rectangular background. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Mark A. Kircher

MAK:rrr

City of Menasha
ANNUAL PREMIUMS
 Policy Years 2009-2010

- Coverage includes:

General Liability
 Auto Liability
 Excess Liability
 Public Officials Liability
 Law Enforcement Liability

- Self-Insured Retention ("SIR") is available at several levels.

- Limits of Liability:

\$5,000,000 per occurrence excess of SIR.

- Defense Costs are included in the SIR.

ANNUAL PREMIUMS:

	<u>(SIR) Occurrence/Aggregate</u>	
	<u>Current SIR</u>	<u>Optional SIR</u>
	\$25,000	\$37,500
<u>Policy Year</u>	<u>Option 1</u>	<u>Option 2</u>
2009	\$ 46,623	\$ 42,536
2010	\$ 47,672	\$ 43,493

NOTE: The premiums stated herein are based on an expected number of renewals and are subject to review, depending on the actual number of renewals. With that qualification, they are guaranteed for the three-year policy period 2009 and 2010.

ACCEPTANCE

The City of Menasha agrees to continue as a member of CVMIC for the policy years 2009 and 2010 as outlined in Option 1 _____ (\$25,000) [or] as outlined in Option 2 _____ (\$37,500) (*please indicate*) at the corresponding guaranteed premiums set forth above.

ACCEPTED AND AGREED TO this _____ day of _____, 2007.

City of Menasha

By _____
 Name

Its _____
 Title

MEMBER MENASHIA		Effective Date of Coverage 1-1-88												Years in Program												Average Costs	
Cost of CVMC's Liability Insurance Program		1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	Total					
SIR Utilization		10,000	10,000	10,000	17,500	17,500	17,500	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	487,808					
Annual Premium		73,925	73,925	73,925	39,272	40,341	41,702	33,749	34,560	35,458	37,231	36,182	36,116	39,797	40,562	41,374	41,797	42,832	43,550	44,649	45,829	853,329					
Incurred Claims		5,366	2,552	2,238	82,204	5,942	33,836	112,853	29,188	42,510	5,932	2,469	15,801	4,633	4,003	34,103	2,323	14,547	3,047	62,792	13,147	454,098					
Losses Escapes of SIR		0	0	0	43,308	0	7,882	79,552	0	8,140	0	0	0	0	0	0	0	0	0	0	0	21,329					
Claims Cost		1,955	2,436	1,580	3,330	1,775	3,363	700	1,400	1,050	0	1,050	350	1,050	1,050	700	0	700	0	1,125	0	1,314					
Cost		81,236	78,913	77,744	81,498	48,059	71,049	67,750	65,161	70,878	43,163	41,681	55,087	45,430	45,815	66,177	44,110	55,079	46,607	106,554	0	86,488					
Annual Prem. prior to joining CVMC		242,794	242,794	242,794	242,794	242,794	242,794	242,794	242,794	242,794	242,794	242,794	242,794	242,794	242,794	242,794	242,794	242,794	242,794	242,794	242,794	4,813,888					
Estimated Annual Savings		161,558	163,881	165,050	161,266	194,736	171,745	175,044	177,633	171,916	199,631	201,113	187,727	197,344	197,179	176,617	186,684	184,715	198,187	134,240	134,240	3,418,337					
SIR Utilization (Incurred Basis)		5,366	2,552	2,238	38,866	5,942	25,954	33,301	29,188	34,370	5,932	2,469	15,801	4,633	4,003	34,103	2,323	14,547	3,047	62,792	13,147	19,446					
as a Percentage of Aggregate SIR		13.39%	6.38%	5.60%	55.57%	8.49%	37.08%	33.30%	29.17%	34.37%	5.93%	2.47%	15.80%	4.63%	4.00%	34.10%	2.32%	14.55%	3.05%	62.79%	19.44%	19.44%					
Risk Management & Loss Control Assessment Score as a Percentage of total points									809	704	-12.00%	50.0%	52.0%	0	786	0	2562	0	3539	0	0	0					
Annual Premium Adjustments & their Percentage		1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	Average				
Annual Premium at \$10,000 SIR		73,925	73,925	73,925	68,122	70,228	72,336	75,336	77,219	79,150	84,892	86,809	88,979	87,413	89,180	90,943	93,317	95,547	97,122	99,601	105,464	108,025	85,203				
Annual Premium at \$17,500 SIR		73,925	73,925	73,925	38,272	40,341	41,702	43,787	44,862	46,004	48,765	49,984	51,233	52,258	53,303	54,369	55,728	57,127	58,033	59,545	63,014	64,585	51,333				
Annual Premium at \$25,000 SIR		73,925	73,925	73,925	38,272	40,341	41,702	43,787	44,862	46,004	48,765	49,984	51,233	52,258	53,303	54,369	55,728	57,127	58,033	59,545	63,014	64,585	2,969				
Annual Premium at \$50,000 SIR		73,925	73,925	73,925	38,272	40,341	41,702	43,787	44,862	46,004	48,765	49,984	51,233	52,258	53,303	54,369	55,728	57,127	58,033	59,545	63,014	64,585	40,558				
Exposure Analysis by Year		1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	Average				
General Liability (Total Payroll) Percentage Change		3,843,565	3,725,320	3,803,071	5,781,014	6,284,200	6,405,041	6,778,988	8,120,786	8,179,386	8,439,910	8,553,328	8,878,820	8,487,439	8,794,295	8,533,979	8,019,448	8,893,367	6,152,401	6,152,401	6,152,401	6,152,401	6,152,401				
			2.24%	5.55%	4.50%	6.57%	1.92%	5.01%	16.83%	0.72%	3.16%	1.33%	3.62%	-27.20%	4.05%	-3.42%	-7.87%	-2.00%	4.41%	0.00%	0.00%	0.00%	0.00%				
Auto Liability Exposure (Units) Percentage Change		67	67	67	67	67	68	69	70	70	72	82	82	82	88	88	88	88	88	88	88	88	88				
			0.00%	0.00%	0.00%	0.00%	1.49%	1.47%	1.45%	0.00%	0.00%	2.86%	13.86%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	-6.36%	0.00%	2.27%	0.00%				

CHANGE ORDER

DATE: September 6, 2007

CHANGE ORDER NO: 1

CONTRACTOR: Argo Contracting, Inc.

CONTRACT NO.: M002-940266.06

PROJECT: Water Treatment Plant Modifications

You are directed to make the changes noted below in the subject contract unit number.

- | | |
|--|---------------------|
| 1.1 Modify Control Panel to delete Auto Re-Start | ADD \$290.20 |
| 1.2 Delete allowance for electrical service.
Utilities installed electrical service under their own force account. | DEDUCT -\$10,000.00 |
| 1.3 Delete Treatment Plant landscaping from contract. This work to be
picked up dollar for dollar by Treatment Plant contract | DEDUCT -\$8,540.00 |

TOTAL	-\$18,249.80
--------------	---------------------

The Menasha Common Council approved the Argo Contracting, Inc. contract
Change Order authorizes changes

Approved by MU Commission, September 26, 2007

Council Approval

The changes result in the following adjustments:

	CONTRACT - TOTAL	TIME
Prior to this Change Order	\$ 101,974.00	_____ Days
Adjustments per this Change Order	\$ -18,249.80	_____ Days
Current Contract Status	\$ 83,724.20	_____ Days

Directed/Authorized
City of Menasha Dept. of Public Works

Accepted

BY: _____

BY: _____

DATE: _____

DATE: _____

CHANGE ORDER

DATE: September 17, 2007

CHANGE ORDER NO: 11

CONTRACTOR: CD Smith Construction, Inc

CONTRACT NO.: M002-940266.02

PROJECT: Water Treatment Plant Modifications

You are directed to make the changes noted below in the subject contract unit number.

- | | |
|---|----------------------|
| 11.1 Changes to Underground Utilities in Broad Street due to unforeseen conditions and needed repairs to existing sewer line | ADD \$6,818.00 |
| 11.2 Furnish & install two (2) additional light fixtures in old filter room | ADD \$999.00 |
| 11.3 Add landscaping at Plant site to CD Smith Construction, Inc. contract, dollar for dollar transfer from Argo Contracting contract | ADD \$8,540.00 |
| 11.4 Revise Ultraviolet (UV) Cooling Piping from 4-inch to 1 ½ inch diameter | DEDUCT (-\$1,310.00) |
| 11.5 Additional work in elevator | ADD \$818.00 |
| 11.6 Relocate Turbidimeter in Filter Inlet Gallery to improve operator access | ADD \$1,055.00 |
| 11.7 Revise UW2 Piping to Fliter Floor Hose Stations | ADD \$1,346.00 |
| 11.8 Install new owner furnished finished Water pH Meter & Turbidimeter | ADD \$1,997.00 |

TOTAL

\$20,263.00

The Menasha Common Council approved the CD Smith contract

Change Order authorizes changes

Approved by MU Commission, September 26, 2007

Council Approval

The changes result in the following adjustments:

	CONTRACT - TOTAL	TIME
Prior to this Change Order	\$ 10,334,608.00	_____ Days
Adjustments per this Change Order	\$ 20,263.00	_____ Days
Current Contract Status	\$ 10,354,871.00	_____ Days

Directed/Authorized
City of Menasha Dept. of Public Works

BY: _____

DATE: _____

Accepted

BY: _____

DATE: _____

Debbie Galeazzi

From: Thomas Stoffel
Sent: Tuesday, October 23, 2007 1:55 PM
To: 'Don Merkes'; Debbie Galeazzi
Subject: RE: Nov 5th City Council Meeting



State Budget-LFB
Analysis-2007...

Don, what you have read is the Legislative Fiscal Bureau's estimate of how the proposed state budget would affect property tax bills state-wide. The per cents quoted are what the LFB estimates will be the rise in property taxes (Page 2 of attachment). It is not any "allowable" increase but what would happen regardless of what the City does. I have attached the analysis, but it really does not add much to the discussion of what the City will be doing on its budget. And I could only comment on the numbers, I would have no resources to determine how those amounts and per cents were calculated.

Thomas Stoffel
Comptroller/Treasurer
City of Menasha
920.967.3630
tstoffel@ci.menasha.wi.us

-----Original Message-----

From: Don Merkes [mailto:dmerkes@sbcglobal.net]
Sent: Tuesday, October 23, 2007 11:22 AM
To: Debbie Galeazzi; Thomas Stoffel
Subject: Nov 5th City Council Meeting

Deb

could you have an explanation of how the state budget effects the city budget on the next agenda, specifically the 2.9% allowable increase for 2008 and .6% increase for 2009

Thanks
Don

State budget plan hikes property taxes
\$98 increase expected over two years on median-value homes

By Ryan J. Foley
Associated Press writer

MADISON — The property tax bill for the typical Wisconsin home would rise \$98 over the next two years under the long overdue budget plan that moved toward completion Monday.

A median-valued home of \$170,305 would see its bill go up an average of \$80 during the budget year that ends June 30, according to the Legislative Fiscal Bureau. The 2.9 percent increase would make the bill \$2,814, the agency says.

The following year would see a much smaller increase of \$18, or about 0.6 percent, under the plan. The actual increases for a specific home will vary depending on a number of factors.

The details were disclosed as the Legislature's conference committee voted 7-1 to approve the budget agreement reached Friday by Gov. Jim Doyle and legislative leaders. The committee rejected a Democratic plan to reinsert funding for a commuter rail line in southeastern Wisconsin.

The Assembly and Senate were expected to vote on it today. Doyle then gets the chance to tweak the plan with his veto pen.



Legislative Fiscal Bureau

One East Main, Suite 301 • Madison, WI 53703 • (608) 266-3847 • Fax: (608) 267-6873

October 22, 2007

TO: Representative Michael Huebsch
Room 211 West, State Capitol

FROM: Bob Lang, Director

SUBJECT: Estimated Property Taxes Under Five Proposals

The attached tables provide information on estimated property taxes under five proposals. These reflect provisions included in the proposal before the Conference Committee; Assembly Bills 506 and 507; the budget as adopted by the Assembly; the budget as recommended by the Governor and Joint Committee on Finance and passed by the Senate; and under current law, assuming no budget is enacted.

If you have any questions on this information, please let me know.

BL/RO/sas
Attachments

ATTACHMENT 1

Property Tax Estimates Under Provisions in Proposal by Conference Committee

	2006(07)	<u>Estimates under Proposal</u>	
		<u>2007(08)</u>	<u>2008(09)</u>
Tax Levies (In Millions)			
Municipalities	\$2,101.0	\$2,169.6	\$2,240.4
Counties	1,723.9	1,773.8	1,825.2
School Districts *	3,787.8	4,066.0	4,292.0
Technical College Districts	650.6	679.0	708.0
Tax Increment Districts	271.0	315.9	334.9
Special Purpose Districts	90.8	94.4	98.1
State Forestry	82.4	84.5	88.5
 Gross Property Tax Levies	 \$8,707.5	 \$9,183.2	 \$9,587.1
Change to Prior Year		475.7	403.9
Net Property Tax Levies	\$7,972.0	\$8,386.1	\$8,636.2
Change to Prior Year		414.1	250.1
 Percent Change			
Municipalities		3.3%	3.3%
Counties		2.9	2.9
School Districts		7.3	5.6
Technical College Districts		4.4	4.3
Tax Increment Districts		16.6	6.0
Special Purpose Districts		4.0	3.9
State Forestry		2.5	4.7
 Gross Property Tax Levies		5.5%	4.4%
Net Property Tax Levies		5.2	3.0
 Tax Bill Estimate			
Median-Valued Home	\$164,118	\$170,305	\$174,903
Tax Bill Estimate	2,734	2,814	2,832
Change Over Prior Year			
- Amount		\$80	\$18
- Percent		2.9%	0.6%

*If the school levy credit is considered, including the \$79.35 million increase in funding affecting the 2007(08) school levy and the additional \$150 million increase in funding affecting the 2008(09) school levy, the rates of change in net school taxes would be 6.2% in 2007(08) and 2.2% in 2008(09).

ATTACHMENT 2

Property Tax Estimates Under Provisions in Assembly Bills 506 and 507

Tax Levies (In Millions)	<u>2006(07)</u>	<u>Estimates under Proposal</u>	
		<u>2007(08)</u>	<u>2008(09)</u>
Municipalities	\$2,101.0	\$2,169.6	\$2,240.4
Counties	1,723.9	1,773.8	1,825.2
School Districts*	3,787.8	3,997.0	4,226.0
Technical College Districts	650.6	671.4	692.9
Tax Increment Districts	271.0	313.1	331.8
Special Purpose Districts	90.8	94.4	98.1
State Forestry	82.4	84.5	88.5
 Gross Property Tax Levies	 \$8,707.5	 \$9,103.8	 \$9,502.9
Change to Prior Year		396.3	399.1
Net Property Tax Levies	\$7,972.0	\$8,386.0	\$8,581.4
Change to Prior Year		414.0	195.4
 Percent Change			
Municipalities		3.3%	3.3%
Counties			2.9
School Districts*		5.5	5.7
Technical College Districts		3.2	3.2
Tax Increment Districts		15.5	6.0
Special Purpose Districts		4.0	3.9
State Forestry		2.5	4.7
 Gross Property Tax Levies		4.6%	4.4%
Net Property Tax Levies		5.2	2.3
 Tax Bill Estimate			
Median-Valued Home	\$164,118	\$170,305	\$174,903
Tax Bill Estimate	2,734	2,814	2,825
Change Over Prior Year			
- Amount		\$80	\$11
- Percent		2.9%	0.4%

*If the school levy credit is considered, including the \$200 million increase in funding affecting the 2008(09) school levy, the rates of change in net school taxes would be 6.5% in 2007(08) and 0.9% in 2008(09).

ATTACHMENT 3

Property Tax Estimates Under SB 40, as Proposed by the Assembly

	2006(07)	<u>Estimates under Proposal</u>	
		<u>2007(08)</u>	<u>2008(09)</u>
Tax Levies (In Millions)			
Municipalities	\$2,101.0	\$2,163.3	\$2,227.4
Counties	1,723.9	1,772.1	1,821.7
School Districts*	3,787.8	3,975.0	4,197.0
Technical College Districts	650.6	671.4	691.6
Tax Increment Districts	271.0	312.1	330.2
Special Purpose Districts	90.8	94.4	98.1
State Forestry	82.4	84.5	88.5
 Gross Property Tax Levies	 \$8,707.5	 \$9,072.8	 \$9,454.5
Change to Prior Year		365.3	381.7
Net Property Tax Levies	\$7,972.0	\$8,355.0	\$8,533.0
Change to Prior Year		383.0	178.0
 Percent Change			
Municipalities		3.0%	3.0%
Counties			2.8
School Districts*		4.9	5.6
Technical College Districts		3.2	3.0
Tax Increment Districts		15.2	5.8
Special Purpose Districts		4.0	3.9
State Forestry		2.5	4.7
 Gross Property Tax Levies		4.2%	4.2%
Net Property Tax Levies		4.8	2.1
 Tax Bill Estimate			
Median-Valued Home	\$164,118	\$170,305	\$174,903
Tax Bill Estimate	2,734	2,804	2,808
Change Over Prior Year			
- Amount		\$70	\$4
- Percent		2.6%	0.1%

*If the school levy credit is considered, including the \$200 million increase in funding affecting the 2008(09) school levy, the rates of change in net school taxes would be 5.9% in 2007(08) and 0.7% in 2008(09).

ATTACHMENT 4

Property Tax Estimates Under SB 40, as Proposed by the Governor, Joint Finance, and the Senate

Tax Levies (In Millions)	<u>2006(07)</u>	<u>Estimates under Proposal</u>	
		<u>2007(08)</u>	<u>2008(09)</u>
Municipalities	\$2,101.0	\$2,185.1	\$2,272.5
Counties	1,723.9	1,792.8	1,864.5
School Districts*	3,787.8	3,987.0	4,229.0
Technical College Districts	650.6	681.0	712.9
Tax Increment Districts	271.0	314.3	335.2
Special Purpose Districts	90.8	94.4	98.1
State Forestry	82.4	84.5	88.5
Gross Property Tax Levies	\$8,707.5	\$9,139.1	\$9,600.7
Change to Prior Year		431.6	461.6
Net Property Tax Levies	\$7,972.0	\$8,421.3	\$8,779.2
Change to Prior Year		449.3	357.9
Percent Change			
Municipalities		4.0%	4.0%
Counties			4.0
School Districts*		5.3	6.1
Technical College Districts		4.7	4.7
Tax Increment Districts		16.0	6.6
Special Purpose Districts		4.0	3.9
State Forestry		2.5	4.7
Gross Property Tax Levies		5.0%	5.1%
Net Property Tax Levies		5.6	4.2
Tax Bill Estimate			
Median-Valued Home	\$164,118	\$170,305	\$174,903
Tax Bill Estimate	2,734	2,826	2,876
Change Over Prior Year			
- Amount		\$92	\$50
- Percent		3.4%	1.8%

*If the school levy credit is considered, including the \$100 million increase in funding affecting the 2008(09) school levy, the rates of change in net school taxes would be 6.2% in 2007(08) and 4.2% in 2008(09).

ATTACHMENT 5

Property Tax Estimates Under a No-Budget Scenario

	<u>2006(07)</u>	<u>Estimates under Proposal</u>	
		<u>2007(08)</u>	<u>2008(09)</u>
Tax Levies (In Millions)			
Municipalities	\$2,101.0	\$2,197.1	\$2,297.6
Counties	1,723.9	1,803.4	1,886.6
School Districts*	3,787.8	4,050.0	4,345.0
Technical College Districts	650.6	681.0	712.9
Tax Increment Districts	271.0	317.4	341.2
Special Purpose Districts	90.8	94.4	98.1
State Forestry	82.4	84.5	88.5
 Gross Property Tax Levies	 \$8,707.5	 \$9,227.8	 \$9,769.9
Change to Prior Year		520.3	542.1
Net Property Tax Levies	\$7,972.0	\$8,510.0	\$9,048.4
Change to Prior Year		538.0	538.4
 Percent Change			
Municipalities		4.6%	4.6%
Counties			4.6
School Districts*		6.9	7.3
Technical College Districts		4.7	4.7
Tax Increment Districts		17.1	7.5
Special Purpose Districts		4.0	3.9
State Forestry		2.5	4.7
 Gross Property Tax Levies		6.0%	5.9%
Net Property Tax Levies		6.7	6.3
 Tax Bill Estimate			
Median-Valued Home	\$164,118	\$170,305	\$174,903
Tax Bill Estimate	2,734	2,857	2,980
Change Over Prior Year			
- Amount		\$123	\$123
- Percent		4.5%	4.3%

*If the school levy credit is considered, the rates of change in net school taxes would be 8.2% in 2007(08) and 8.5% in 2008(09).

Headwaters Condominium LLC
 Update: 10/31/07
 Compiled by: City Comptroller/Treasurer

<u>Owner</u>	<u>Parcel #</u>	<u>Valuation</u>	<u>Taxes Due</u>	<u>Taxes Paid</u>	<u>Taxes Unpaid</u>
Headwaters Condominium LLC	05-00003-01	\$ 102,000	\$ 2,442.44	\$ 2,442.44	\$ -
Headwaters Condominium LLC	05-00003-02	102,000	2,442.44	-	2,442.44
Headwaters Condominium LLC	05-00003-03	84,000	2,011.43	-	2,011.43
Douglas Manderfield	05-00003-04	193,500	4,633.46	4,633.46	-
Richard Arent	05-00003-05	99,000	2,370.61	2,370.61	-
Headwaters Condominium LLC	05-00003-06	102,000	2,442.44	-	2,442.44
Headwaters Condominium LLC	05-00003-07	102,000	2,442.44	-	2,442.44
Headwaters Condominium LLC	05-00003-08	106,000	2,538.23	-	2,538.23
Addis Hilliker	05-00003-09	107,000	2,562.17	2,562.17	-
Nicholas Schmidt	05-00003-10	114,000	2,729.79	2,729.79	-
Headwaters Condominium LLC	05-00003-11	106,000	2,538.23	-	2,538.23
Headwaters Condominium LLC	05-00003-12	118,000	2,825.57	-	2,825.57
			<u>\$ 31,979.25</u>	<u>\$ 14,738.47</u>	<u>\$ 17,240.78</u>

This information is taken from the 2006-2007 property tax roll and the records in the Treasurer's Office at Winnebago County.

The City of Menasha is currently paid in full for all real estate properties in the City, Winnebago County holds the lein on any properties with delinquent real estate property taxes.

Any changes in ownership since January 1, 2006 are not reflected in this report.